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No. 26]

NEW DELHI, SATURDAY, JUNE 25, 1983/ASADHA 4, 1905

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह आलग संकलन के रूप में रखा जा सके

Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़ कर) भारत सरकार के मंत्रालयों द्वारा जारी किये गये सांविधिक आदेश और अधिसूचनाएं

Statutory Orders and Notifications issued by the Ministries of the Government of India
(other than the Ministry of Defence)

गृह मंत्रालय

(कार्मिक और प्रशासनिक सुधार विभाग)

नई दिल्ली, 2 जून, 1983

का० आ० 2659.—र.पट्टपति, संविधान के अनुच्छेद 309 के परन्तु और अनुच्छेद 148 के खण्ड (5) द्वारा प्रदत्त शक्तों का प्रयोग करते हुए तथा भारतीय लेखा परीक्षा और लेखा विभाग में सेवा कर रहे व्यक्तियों के संबंध में नियंत्रक-आलेखा परीक्षक के परामर्श करने के पश्चात् केन्द्रीय सिविल सेवा (वर्गीकरण, नियंत्रण और अपील) नियम, 1983 का और मंशोधन करने के लिए निम्नलिखित विधान बढाते हैं, अर्थात्—

1. (1) उन नियमों का संक्षिप्त नाम केन्द्रीय सिविल सेवा (वर्गीकरण, नियंत्रण और अपील) संशोधन नियम, 1983 है।

(2) ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे।

2. केन्द्रीय सिविल सेवा (वर्गीकरण, नियंत्रण और अपील) नियम, 1983 के 14 के उपनियम (8) के खण्ड (क) के स्थान पर निम्नलिखित रखा जाएगा, अर्थात्—

“(क) सरकारी सेवक, विभिन्न अन्य सरकारी सेवकों को जो

उनके मुख्यालय या उस स्थान के, जहां जाच की जाती है, किसी कार्यालय में तैनात हों, अपर्ण और से सामना प्रस्तुत करने के लिए सहायक ले सकते हैं किन्तु उस प्रयाजन के लिए किसी विधि व्यवसायी की तब तक सहायता नहीं लेगा जब तक कि अनुशासनिक प्राधिकारी द्वारा नियुक्त उपस्थापन अधिकारी विधि व्यवसायी न हो या अनुशासनिक प्राधिकारी मामले की परिस्थितियों को ध्यान में रखते हुए इसकी अनुज्ञा नहीं दे देता है,

परन्तु यह कि सरकारी सेवक किसी अन्य स्थान पर तैनात किसी अन्य सरकारी सेवक की सहायता ले सकता है यदि जाच प्राधिकारी मामले की परिस्थितियों को ध्यान में रखते हुए और अभिलिखित किए जाने वाले कारणों से इसकी अनुज्ञा दे देता है।

[संख्या: 11013/1/83-एवा० (ए०)]

कु० एन० निष्ठा, उम नविन

MINISTRY OF HOME AFFAIRS

(Department of Personnel & Administrative Reforms)

New Delhi, the 2nd June, 1983

S.O. 2659.—In exercise of the powers conferred by the proviso to article 309 and clause (5) of article 148 of the

Constitution and after consultation with the Comptroller and Auditor General in regard to persons serving in the Indian Audit and Accounts Department, the President hereby makes the following rules further to amend the Central Civil Services (Classification, Control and Appeal) Rules, 1965, namely:—

1. (1) These rules may be called the Central Civil Services (Classification, Control and Appeal) Amendment Rules, 1983.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In the Central Civil Services (Classification, Control and Appeal) Rules, 1965, in rule 14, in sub-rule (8), for clause (a), the following clause shall be substituted, namely:—

“(a) The Government servant may take the assistance of any other Government servant posted in any office either at his headquarters or at the place where the inquiry is held, to present the case on his behalf, but may not engage a legal practitioner for the purpose, unless the Presenting Officer appointed by the disciplinary authority is a legal practitioner or, the disciplinary authority, having regard to the circumstances of the case, so permits:—

Provided that the Government servant may take the assistance of any other Government Servant posted at any other station, if the inquiring authority having regard to the circumstances of the case, and for reasons to be recorded in writing, so permits.”

[No. 11012/1/82-Fstt. (A)]

Kum. S. TRIKHA, Dy (Secy).

नई दिल्ली, 14 जून, 1983

क्रा. आ. 2660 :—केन्द्रीय सरकार, दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का 25) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निम्नलिखित अपराधों को ऐसे अपराध घोषित करती है, जिनका अन्वेषण दिल्ली विशेष पुलिस स्थापन द्वारा किया जाएगा, अर्थात् :—

(क) भारतीय दण्ड संहिता, 1860 (1860 का 45) की धारा 328 के अधीन दण्डनीय अपराध, और

(ख) उपरोक्त अपराधों में से एक या अधिक अपराधों के सम्बन्ध में या उनसे सम्बन्धित प्रत्यक्ष दुष्प्रेरणा और षडयन्त्र के तथा जैसे ही तथ्यों से उत्पन्न होने वाले वैसे ही संयोजनहार के अनुक्रम में किया गया कोई अन्य अपराध।

[संख्या 235/10/83-ए. जी. डी.-2 (1)]

एच. के. वर्मा, अवर सचिव

New Delhi, the 14th June, 1983

S.O. 2660.—In exercise of the powers conferred by section 3 of the Delhi Special Police Establishment, Act, 1946 (25 of 1946), the Central Government hereby specifies the following offences as Offences which are to be investigated by the Delhi Special Police Establishment, namely:—

(a) Offences punishable under section 328 of the Indian Penal Code, 1860 (45 of 1860), and

(b) Attempts, abetments and conspiracies in relation to, or in connection with, one or more of the offences mentioned above, and any other offence committed

in the course of the same transaction arising out of the same facts.

[No. 228/10/83-AVD. II(I)]

H. K. VERMA, Under Secy.

वित्त मंत्रालय

(राजस्व विभाग)

नई दिल्ली, 18 फरवरी, 1983

(आयकर)

क्रा० आ० 2661.—आयकर अधिनियम 1961 (1961 का 43) की धारा 10 की उपधारा (23 ग) के खण्ड (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार ए. आ. आ. 'इण्डियन पार्लियामेन्ट ग्रुप' को, उक्त धारा के प्रयोजनार्थ, कर निर्धारण वर्ष 1983-84 के अन्तर्गत आने वाली अवधि के लिए, अधिभूक्ति करता है।

[सं० 5092 फा० सं० 197/9/83-आ० का० (वि०-1)]

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 18th February, 1983

INCOME-TAX

S.O. 2661.—In exercise of the powers conferred by clause (iv) of sub-section (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies 'Indian Parliamentary Group' for the purpose of the said section for the period covered by the assessment years 1983-84.

[No. 5092 No. 197/9/83-IT (AI)]

नई दिल्ली, 2 मार्च, 1983

(आयकर)

क्रा० आ० 2662.—आयकर अधिनियम 1961 (1961 का 43) की धारा 10 की उपधारा (23 ग) के खण्ड (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, ए. आ. आ. "भाई वीर सिंह साहित्य सदन, नई दिल्ली" को उक्त धारा के प्रयोजनार्थ कम्पिगेशन वर्ष 1983-84 तथा 1984-85 के अन्तर्गत आने वाली अवधि के लिए अधिभूक्ति करती है।

[सं० 5121 फा० सं० 197/10/83-आ० का० (वि०-1)]

New Delhi the 2nd March, 1983

INCOME-TAX

S.O. 2662.—In exercise of the powers conferred by clause (iv) of sub-section (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Bhai Vir Singh Sahitya Sadan, New Delhi" for the purpose of the said section for the period covered by the assessment years 1983-84 and 1984-85.

[No. 5121 F. No. 197/10/82-IT (AI)]

(आयकर)

क्रा० आ० 2663.—आयकर अधिनियम 1961 (1961 का 43) की धारा 10 की उपधारा (23 ग) के खण्ड (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, ए. आ. आ. "कस्तूरबा बेन साहटेल" को उक्त धारा के प्रयोजनार्थ कम्पिगेशन वर्ष 1983-84 के अन्तर्गत आने वाली अवधि के लिए अधिभूक्ति करती है।

[सं० 5122 फा० सं० 197/64/83-आ० का० (वि०-1)]

INCOME-TAX

S.O. 2663.—In exercise of the powers conferred by clause (iv) of sub-section (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies

ties 'Kasturba Health Society' for the purpose of the said section for the period covered by the assessment years 1982-83 to 1984-85.

[No. 5122/F. No. 197/64/82-IT(AI)]

नई दिल्ली, 24 मार्च, 1983

आयकर

क्र. आ. 2664.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23 ग) के खण्ड (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा "वि. ज. स. उ. त. आ. फ. इंडिया ट्रस्ट" को, उक्त धारा के प्रयोजनार्थ, कर-निर्धारण वर्ष 1975-76 से 1982-83 तक के अन्तर्गत आने वाली अवधि के लिए अधिसूचित करते हैं।

[सं. 5136/क्र. सं. 197/80/79-आ. क्र. (नि. 1)]

New Delhi, the 24th March, 1983

INCOME-TAX

S.O. 2664.—In exercise of the powers conferred by clause (iv) of sub-section (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "The Bar Council of India Trust" for the purpose of the said section for the period covered by the assessment years 1975-76 to 1982-83.

[No. 5136/F. No. 197/80/79-IT(AI)]

आयकर

क्र. आ. 2665.—आयकर अधिनियम 1961 (1961 का 43) की धारा 10 की उपधारा (23 ग) के खण्ड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा "डिस्ट्रिक्ट रिलीफ फण्ड, दिल्ली" को, उक्त धारा के प्रयोजनार्थ, कर-निर्धारण वर्ष 1982-83 तथा 1983-84 के अन्तर्गत आने वाली अवधि के लिए अधिसूचित करते हैं।

[सं. 5137/क्र. सं. 197/132/82-आ. क्र. (नि. 1)]

INCOME-TAX

S.O. 2665.—In exercise of the powers conferred by clause (iv) of sub-section (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "District Relief Fund, Delhi" for the purpose of the said section for the period covered by the assessment years 1982-83 and 1983-84.

[No. 5137/F. No. 197/132/82-IT(AI)]

नई दिल्ली, 21 अप्रैल, 1983

(आयकर)

क्र. आ. 2666.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23 ग) के खण्ड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा, कर-निर्धारण वर्ष 1983-84 तक के अन्तर्गत आने वाली अवधि के लिये, उक्त धारा के प्रयोजनार्थ "श्री सत्य साई सेंट्रल ट्रस्ट, बम्बई" को अधिसूचित करती है।

[सं. 5156/क्र. सं. 197/99/82-आ. क्र. (नि. 1)]

New Delhi, the 21st April, 1983

INCOME-TAX

S.O. 2666.—In exercise of the powers conferred by clause (iv) of sub-section (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Sri Sathya Sai Central Trust, Bombay" for the purpose of the said section for the period covered by the assessment year 1983-84.

[No. 5156/F. No. 197/99/82-IT(AI)]

नई दिल्ली, 17 मई, 1983

आयकर

क्र. आ. 2667.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23 ग) के खण्ड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा कर-निर्धारण वर्ष 1982-83 से 1983-84 तक के अन्तर्गत आने वाली अवधि के लिए उक्त धारा के प्रयोजनार्थ "मुकर्रम जाह विलेज डेवलपमेंट सोसाइटी" को अधिसूचित करती है।

[सं. 5178/क्र. सं. 197/103/78-आ. क्र. (नि. 1)]

New Delhi, the 17th May, 1983

INCOME-TAX

S.O. 2667.—In exercise of the powers conferred by clause (iv) of sub-section (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Mukarram Jah Village Development Society" for the purpose of the said section for the period covered by the assessment years 1982-83 to 1983-84.

[No. 5178/F. No. 197/103/78-IT(AI)]

आयकर

क्र. आ. 2668.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23 ग) के खण्ड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा कर-निर्धारण वर्ष 1979-80 से 1982-83 तक के अन्तर्गत आने वाली अवधि के लिए, उक्त धारा के प्रयोजनार्थ "सेवा संघ समिति" को अधिसूचित करती है।

[सं. 5179/क्र. सं. 197/136/80-आ. क्र. (नि. 1)]

INCOME-TAX

S.O. 2668.—In exercise of the powers conferred by clause (iv) of sub-section (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Seva Sangh Samiti" for the purpose of the said section for the period covered by the assessment years 1979-80 to 1982-83.

[No. 5179/F. No. 197/23/80 IT(AI)]

आयकर

क्र. आ. 2669.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23 ग) के खण्ड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा कर-निर्धारण वर्ष 1984-85 से 1985-86 तक के अन्तर्गत आने वाली अवधि के लिए, उक्त धारा के प्रयोजनार्थ "भारत भवन न्यास" को अधिसूचित करती है।

[सं. 5181/क्र. सं. 197/7/83-आ. क्र. (नि. 1)]

INCOME-TAX

S.O. 2669.—In exercise of the powers conferred by clause (iv) of sub-section (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Bharat Bhawan Nyas" for the purpose of the said section for the period covered by the assessment years 1984-85 to 1985-86.

[No. 5181/F. No. 197/7/83-IT(AI)]

आयकर

क्र. आ. 2670.—आयकर अधिनियम 1961 (1961 का 43) की धारा 10 की उपधारा (23 ग) के खण्ड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा कर-निर्धारण वर्ष

1979-80 से 1982-83 तक के अन्तर्गत आने वाली अवधि के लिए उक्त धारा के प्रयोजनार्थ "एम० के० टाटा ट्रस्ट, बम्बई" का अधिसूचित करता है।

[सं० 5182/फा० सं० 197/32/81-आ० क० (नि० 1)]
मिलाप जैन, अव्वर सचिव

INCOME-TAX

S.O. 2670.—In exercise of the powers conferred by clause (iv) of sub-section (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "M. K. Tata Trust, Bombay" for the purpose of the said section for the period covered by the assessment years 1979-80 to 1982-83.

[No. 5182/F. No. 197/32/81-IT(AI)]
MILAP JAIN, Under Secy.

नई दिल्ली, 18 मई, 1983

आयकर

क्र०सं० 2671.—सर्वसाधारण की जानकारी के लिए अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् विज्ञान और प्रौद्योगिकी विभाग, नई दिल्ली ने निम्नलिखित संस्था को आयकर नियम, 1962 के नियम 6 के साथ पठित, आयकर अधिनियम, 1961 की धारा 35 की उप-धारा (i) के खंड (ii) के प्रयोजनों के लिए अन्य प्राकृतिक तथा अनुप्रयुक्त विज्ञानों के क्षेत्र में "संगम" प्रयोग के अधीन, निम्नलिखित शर्तों पर अनुमोदित किया है, अर्थात्:—

- (i) यह कि राष्ट्रीय ग्रामीण विकास संस्थान, हैदराबाद वैज्ञानिक अनुसंधान के लिए प्राप्त राशियों का पृथक लेखा रखेगा।
- (ii) यह कि उक्त संस्था अपने वैज्ञानिक अनुसंधान संबंधी क्रिया-कलापों की वार्षिक विवरणी विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 30 अप्रैल तक ऐसे प्रारूप में प्रस्तुत करेगी जो इस प्रयोजन के लिए अधिकृत किया जाए और उसे सूचित किया जाये।
- (iii) यह कि उक्त संस्था अपनी कुल आय तथा व्यय दर्शाते हुए अपने संपरीक्षित वार्षिक लेखों की तथा अपनी परिसंपत्तियां, देनदारियां दर्शाते हुए तुलन-पत्र की एक-एक प्रति, प्रति वर्ष विहित प्राधिकारी को प्रस्तुत करेगी तथा इन दस्तावेजों में से प्रत्येक की एक-एक प्रति संबंधित आयकर आयुक्त को भेजेगी।

संस्था

राष्ट्रीय ग्रामीण विकास संस्थान, हैदराबाद।

यह अधिसूचना 13-2-83 से 12-2-1986 तक तीन वर्ष की अवधि के लिए प्रभावी है।

[सं० 5184/फा० सं० 203/22/82-आ० क० नि० (ii)]

New Delhi, the 18th May, 1983

INCOME-TAX

S.O. 2671.—It is hereby notified for general information that the institution mentioned below has been approved by Department of Science & Technology, New Delhi, the Prescribed authority for the purposes of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Association" in the area of other natural and applied sciences subject to the following conditions:—

- (i) That the National Institute of Rural Development, Hyderabad will maintain a separate account of the sums received by it for scientific research.

(ii) That the said Institution will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for his purpose by 30th April each year.

(iii) That the said Institution will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and balance sheet showing its assets, liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.

INSTITUTION

National Institute of Rural Development, Hyderabad.

This notification is effective for a period of 3 years from 13-2-1983 to 12-2-1986.

[No. 5184 F. No. 203/22/82-IT/A(ii)]

आयकर

क्र०सं० 2672.—इस कार्यालय की दिनांक 28-7-1981 की अधिसूचना सं० 4139 (फा० सं० 203/120/81-आ० क० नि० II) के मिलसिले में, सर्वसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी अर्थात् विज्ञान और प्रौद्योगिकी विभाग नई दिल्ली ने निम्नलिखित संस्था को आयकर नियम, 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1961 की धारा 35 की उपधारा (i) के खंड (ii) के प्रयोजनों के लिए अन्य प्राकृतिक तथा अनुप्रयुक्त विज्ञानों के क्षेत्र में "संगम" प्रयोग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है, अर्थात्:—

- (i) यह कि टाटा मेमोरियल सेंटर, बम्बई, वैज्ञानिक अनुसंधान के लिए प्राप्त राशियों का पृथक लेखा जोखा रखेगा।
- (ii) यह कि उक्त सेंटर अपने वैज्ञानिक अनुसंधान संबंधी क्रिया-कलापों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में 30 अप्रैल, तक ऐसे प्रारूप में प्रस्तुत करेगा जो इस प्रयोजन के लिए अधिकृत किया जाये और उन्हे सूचित किया जाये।
- (iii) यह कि उक्त सेंटर कुल आय तथा व्यय दर्शाते हुए अपने संपरीक्षित वार्षिक लेखों की तथा अपनी परिसंपत्तियां, देनदारियां दर्शाते हुए तुलन-पत्र की एक-एक प्रति प्रतिवर्ष विहित प्राधिकारी को प्रस्तुत करेगा तथा इन दस्तावेजों में से प्रत्येक की एक-एक प्रति संबंधित आयकर आयुक्त को भेजेगा।

संस्था

टाटा मेमोरियल सेंटर, बम्बई

यह अधिसूचना 7-2-1984 से 6-2-1985 तक दो वर्षों की अवधि के लिए प्रभावी है।

[सं० 5185/फा० सं० 203/30/83-आ० क० नि० (II)]

INCOME-TAX

S.O. 2672.—In continuation of this office Notification No. 4139 (F. No. 203/120/81-ITA.II) dated 28-7-81 it is hereby notified for general information that the institution mentioned below has been approved by Department of Science & Technology, New Delhi, the prescribed authority for the purposes of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 read with Rule 6 of the Income-tax rules, 1962 under the category "Association" in the area of other natural and applied sciences subject to the following conditions:—

- (i) That Tata Memorial Centre, Bombay will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Centre will furnish annual returns of its scientific research activities to the prescribed

Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April each year.

- (iii) That the said Centre will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and balance sheet showing its assets liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.

INSTITUTION

Tata Memorial Centre, Bombay.

This notification is effective for a period of two years from 7-2-1983 to 6-2-1985.

[No. 5185 F. No. 203/30/83-IT (A.II)]

नई दिल्ली, 28 मई, 1983

आवक

क्र.सं. 2673:—इन कार्यालय की दिनांक 29-1-1980 की अधिसूचना सं 3162 (फा.सं. 203/17/80-आ.क.नि. II) के सिलमिले में सर्वसाधारण की जानकारी के लिए एतद्वारा यह अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् विज्ञान एवं प्रौद्योगिकी विभाग, नई दिल्ली द्वारा निम्नलिखित सस्था को, आयकर नियम, 1962 के नियम 6 के साथ पठित, आयकर अधिनियम, 1961 की धारा 35 की उपधारा (I) के खण्ड (ii) के प्रयोजनों के लिए अन्य प्राकृतिक एवं अनुप्रसूक्त विज्ञानों के क्षेत्र में "संगम" प्रवर्ग के अधीन निम्नलिखित जनों पर अनुमोदित किया गया है:—

- (i) यह कि रामकृष्ण मिशन सेवा प्रतिष्ठान, विवेकानन्द इन्स्टीट्यूट आफ मेडिकल साइंस, कलकत्ता वैज्ञानिक अनुसंधान के लिए उसके द्वारा प्राप्त राशियों का पृथक् लेखा रखेगा।
- (ii) यह कि उक्त सस्था अपने वैज्ञानिक अनुसंधान क्रियाकलापों की वार्षिक विवरणी विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष में 30 अप्रैल तक ऐसे प्ररूपों में प्रस्तुत करेगी जो इस प्रयोजन के लिए निर्धारित किये जायेंगे और उनको सूचित किये जायेंगे।
- (iii) यह कि उक्त संगम अपने लेखाओं के वार्षिक लेखा-परीक्षित विवरण जिसमें उसकी कुल आय और व्यय दिखाया गया हो तथा परिसंपत्तियों और देयताओं को दर्शाने वाले तुलन-पत्र की एक-एक प्रति विहित प्राधिकारी को प्रतिवर्ष 30 जून तक भेजेगा और इन दस्तावेजों की एक-एक प्रतिलिपि संबंधित आयकर आयुक्त को भेजेगा।

संस्था

रामकृष्ण मिशन सेवा प्रतिष्ठान, विवेकानन्द इन्स्टीट्यूट आफ मेडिकल साइंस, कलकत्ता।

यह अधिसूचना 17-11-82 से 16-11-84 तक दो वर्ष की अवधि के लिए प्रभावी है।

[सं. 5205 (फा.सं. 203/62/83-आ.क.नि. II)]

एम.जी.सी. गौयल, अवर सचिव

New Delhi, 28th May, 1983

INCOME-TAX

S.O. 2673.—In continuation of this office Notification No. 3162 (F. No. 203/17/80-ITA.II) dated 29-1-1980, it is hereby notified for general information that the institution mentioned below has been approved by Department of Science & Technology, New Delhi, the prescribed authority for the purposes of clause (ii) of sub-section (1) of section 35 of

the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Association" in the area of other natural and applied sciences subject to the following conditions:—

- (i) That the Ramakrishna Mission Seva Pratishthan, Vivekanand Institute of Medical Sciences, Calcutta will maintain a separate accounts of the sums received by it for scientific research.
- (ii) That the said Institute will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April each year.
- (iii) That the said Institute will submit the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and balance sheet showing its assets liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.

INSTITUTION

Ramakrishna Mission Seva Pratishthan, Vivekanand Institute of Medical Sciences, Calcutta.

This notification is effective for a period of two years from 17-11-1982 to 16-11-1984.

[No. 5205 F. No. 203/62/83-ITA.II]

M. G. C. GOYAL, Under Secy.

नई दिल्ली, 4 जून, 1983

आवक

क्र.सं. 2674:—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खंड (44) के उप खंड (iii) के अनुसरण में और भारत सरकार के राजस्व विभाग की दिनांक 22-7-81 की अधिसूचना सं. 4119 (फा.सं. 398/22/81-आ.क.सं. (क)) का अधिलक्षण करने हुए, केन्द्रीय सरकार एतद्वारा श्री ए. घोष को, जो केन्द्रीय सरकार के राजपत्रित अधिकारी हैं, उक्त अधिनियम के अन्तर्गत कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है।

2. यह अधिसूचना, श्री ए. घोष द्वारा कर वसूली अधिकारी के रूप में कार्यभार ग्रहण किए जाने की तारीख से लागू होगी।

[सं. 5207 (फा.सं. 398/21/83-आ.क. सं. ५)]

New Delhi, the 4th June, 1983

INCOME TAX

S.O. 2674.—In pursuance of sub-clause (iii) of clause (44) of section 2 of the Income-tax Act, 1961 (43 of 1961) and in supersession of Notification of the Government of India in the Department of Revenue No. 4119 (F. No. 398/22/81-ITCC) dated 22-7-1981, the Central Government hereby authorises Shri A. GHOSH, being a Gazetted Officer of the Central Government, to exercise the powers of a Tax Recovery Officer under the said Act.

2. This Notification shall come into force with effect from the date Shri A. Ghosh takes over charge as Tax Recovery Officer.

[No. 5207(F.No. 398/21/83-ITB)]

आवक

क्र.सं. 2675:—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उप खण्ड (III) के अनुसरण में और भारत सरकार के राजस्व विभाग की दिनांक 22-7-81 की अधिसूचना सं. 4111 (फा.सं. 398/22/81-आ.क. सं. (क)) का अधिलक्षण करने हुए, केन्द्रीय सरकार एतद्वारा श्री

ए०के० बासु को, जो केन्द्रीय सरकार के राजपत्रित अधिकारी हैं, उक्त अधिनियम के अन्तर्गत कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है।

2. यह अधिसूचना, श्री ए० के० बासु द्वारा कर वसूली अधिकारी के रूप में कार्यभार ग्रहण किए जाने की तारीख से लागू होगी।

[सं० 5209/फा० सं० 398/21/83-आ०क० (ब०)]

INCOME TAX

S.O. 2675.—In pursuance of sub-clause (iii) of clause (44) of section 2 of the Income-tax Act, 1961 (43 of 1961), and in supersession of Notification of the Government of India in the Department of Revenue No. 4111 (F. No. 398/22/81-ITCC) dated 22-7-1981, the Central Government hereby authorises Shri A. K. Basu, being a Gazetted Officer of the Central Government, to exercise the powers of a Tax Recovery Officer under the said Act.

2. This Notification shall come into force with effect from the date Shri A. K. Basu takes over charge as Tax Recovery Officer.

[No. 5209 (F. No. 398/21/83-ITB)]

आयकर

क्र० आ० 2676.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (iii) के अनुसरण में और भारत सरकार के राजस्व विभाग की विनॉक 22-7-81 की अधिसूचना सं० 4093 (फा० सं० 398/22/81-आ०क० सं० (क०)) का अधिलेखन करते हुए, केन्द्रीय सरकार एतद्वारा श्री पी० बी० चौधरी को, जो केन्द्रीय सरकार के राजपत्रित अधिकारी हैं, उक्त अधिनियम के अन्तर्गत कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है।

2. यह अधिसूचना, श्री पी० बी० चौधरी द्वारा कर वसूली अधिकारी के रूप में कार्यभार ग्रहण किए जाने की तारीख से लागू होगी।

[सं० 5211/फा० सं० 398/21/83-आ०क० (ब०)]

INCOME TAX

S.O. 2676.—In pursuance of sub-clause (iii) of clause (44) of section 2 of the Income-tax Act, 1961, (43 of 1961), and in supersession of Notification of the Government of India in the Department of Revenue No. 4093 (F. No. 398/22/81-ITCC) dated 22-7-1981, the Central Government hereby authorises Shri P. K. Ghosh, being a Gazetted Officer of the Central Government, to exercise the powers of a Tax Recovery Officer under the said Act.

2. This Notification shall come into force with effect from the date Shri P. B. Chowdhury takes over charge as Tax Recovery Officer.

[No. 5211 (F. No. 398/21/81-ITB)]

आयकर

क्र० आ० 2677.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (iii) के अनुसरण में और भारत सरकार के राजस्व विभाग की विनॉक 22-7-81 की अधिसूचना सं० 4097 (फा० सं० 398/22/81-आ०क० सं० (क०)) का अधिलेखन करते हुए, केन्द्रीय सरकार एतद्वारा श्री एन० सी० आचार्य को, जो केन्द्रीय सरकार के राजपत्रित अधिकारी हैं, उक्त अधिनियम के अन्तर्गत कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है।

2. यह अधिसूचना, श्री एन० सी० आचार्य द्वारा कर वसूली अधिकारी के रूप में कार्यभार ग्रहण किए जाने की तारीख से लागू होगी।

[सं० 5213/फा० सं० 398/21/83-आ०क० (ब०)]

INCOME TAX

S.O. 2677.—In pursuance of sub-clause (iii) of clause (44) of section 2 of the Income-tax Act, 1961 (43 of 1961), and in supersession of Notification of the Government of India in the Department of Revenue No. 4097 (F. No. 398/22/81-ITCC) dated 22-7-1981, the Central Government hereby authorises Shri N. C. Acharya, being a Gazetted Officer of the Central Government, to exercise the powers of a Tax Recovery Officer under the said Act.

2. This Notification shall come into force with effect from the date Shri N. C. Acharya takes over charge as Tax Recovery Officer.

[No. 5213 (F. No. 398/21/83-ITB)]

आयकर

क्र० आ० 2678.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (iii) के अनुसरण में और भारत सरकार के राजस्व विभाग की विनॉक 22-7-81 की अधिसूचना सं० 4084 (फा० सं० 398/22/81-आ०क० सं० (क०)) का अधिलेखन करते हुए, केन्द्रीय सरकार एतद्वारा श्री एस० पी० मुखर्जी को, जो केन्द्रीय सरकार के राजपत्रित अधिकारी हैं, उक्त अधिनियम के अन्तर्गत कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है।

2. यह अधिसूचना, श्री एस० पी० मुखर्जी द्वारा कर वसूली अधिकारी के रूप में कार्यभार ग्रहण किए जाने की तारीख से लागू होगी।

[सं० 5215/फा० सं० 398/21/83-आ०क० (ब०)]

INCOME TAX

S.O. 2678.—In pursuance of sub-clause (iii) of clause (44) of section 2 of the Income-tax Act, 1961 (43 of 1961), and in supersession of Notification of the Government of India in the Department of Revenue No. 4093 (F. No. 398/22/81-ITCC) dated 22-7-1981, the Central Government hereby authorises Shri S. P. Mukherjee being a Gazetted Officer of the Central Government, to exercise the powers of a Tax Recovery Officer under the said Act.

2. This Notification shall come into force with effect from the date Shri S. P. Mukherjee takes over charge as Tax Recovery Officer.

[No. 5215 (F. No. 398/21/83-ITB)]

आयकर

क्र० आ० 2679.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (iii) के अनुसरण में और भारत सरकार के राजस्व विभाग की विनॉक 22-7-81 की अधिसूचना सं० 4085 (फा० सं० 398/22/81-आ०क० सं० (क०)) का अधिलेखन करते हुए, केन्द्रीय सरकार एतद्वारा श्री एस० बी० राय को, जो केन्द्रीय सरकार के राजपत्रित अधिकारी हैं, उक्त अधिनियम के अन्तर्गत कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है।

2. यह अधिसूचना, श्री एस० बी० राय द्वारा कर वसूली अधिकारी के रूप में कार्यभार ग्रहण किए जाने की तारीख से लागू होगी।

[सं० 5217/फा० सं० 398/21/83-आ०क० (ब०)]

INCOME TAX

S.O.2679.—In pursuance of sub-clause (iii) of clause (44) of section 2 of the Income-tax Act, 1961 (43 of 1961), and in supersession of Notification of the Government of India in the Department of Revenue No. 4085 (F. No. 398/22/81-ITCC) dated 22-7-1981, the Central Government hereby authorises Shri M. B. Roy being a Gazetted Officer of the Central Government, to exercise the powers of a Tax Recovery Officer under the said Act.

2. This Notification shall come into force with effect from the date Shri M. B. Roy takes over charge as Tax Recovery Officer.

[No. 5217 (F. No. 398/21/83-ITB)]

आयकर

क्र० आ० 2680 —आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उप खण्ड (iii) के अनुसूचना में और भारत सरकार के राजस्व विभाग की दिनांक 22-7-81 की अधिसूचना सं० 4087 [फा० सं० 398/22/81-आ०क०सं० (क०)] का अधिलेखन करते हुए, केन्द्रीय सरकार एतद्वारा श्री पी० मलिक को, जो केन्द्रीय सरकार के राजपत्रित अधिकारी हैं, उक्त अधिनियम के अन्तर्गत कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है।

2. यह अधिसूचना श्री पी० मलिक द्वारा कर वसूली अधिकारी के रूप में कार्यभार ग्रहण किए जाने की तारीख से लागू होगी।

[सं० 5219/फा० सं० 398/21/83-आ०क० (ब०)]

INCOME TAX

S.O. 2680.—In pursuance of sub-clause (iii) of clause (44) of section 2 of the Income-tax Act, 1961 (43 of 1961), and in supersession of Notification of the Government of India in the Department of Revenue No. 4087 (F. No. 398/22/81-ITCC) dated 22-7-1981, the Central Government hereby authorises Shri P. Mallick, being a Gazetted Officer of the Central Government, to exercise the powers of a Tax Recovery Officer under the said Act.

2. This Notification shall come into force with effect from the date Shri P. Mallick takes over charge as Tax Recovery Officer.

[No. 5219 (F. No. 398/21/83-ITB)]

आयकर

क्र० आ० 2681 —आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (iii) के अनुसूचना में और भारत सरकार के राजस्व विभाग की दिनांक 22-7-81 की अधिसूचना सं० 4117 [फा० सं० 398/22/81-आ०क०सं० (क०)] का अधिलेखन करते हुए, केन्द्रीय सरकार एतद्वारा श्री डी० एस० बनर्जी को, जो केन्द्रीय सरकार के राजपत्रित अधिकारी हैं, उक्त अधिनियम के अन्तर्गत कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है।

2. यह अधिसूचना श्री डी० एस० बनर्जी द्वारा कर वसूली अधिकारी के रूप में कार्यभार ग्रहण किये जाने की तारीख से लागू होगी।

[सं० 5221/1 फा० सं० 398/21/83-आ०क० (ब०)]

INCOME-TAX

S.O. 2681.—In pursuance of sub-clause (iii) of clause (44) of section 2 of the Income tax Act, 1961 (43 of 1961) and in supersession of notification of the Government of India in the Department of Revenue No. 4117 (F. No. 398/22/81-ITCC) dated 22-7-81, the Central Government hereby authorises Shri D. S. Banerjee, being a Gazetted Officer of the Central Government, to exercise the powers of a Tax Recovery Officer under the said Act.

2. This Notification shall come into force with effect from the date Shri D. S. Banerjee takes over charge as Tax Recovery Officer.

[No. 5221 (F. No. 398/21/83-ITB)]

आयकर

क्र० आ० 2682 —आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उप खण्ड (iii) के अनुसूचना में और भारत सरकार के राजस्व विभाग की दिनांक 22-7-81 की अधिसूचना सं० 4095 [फा० सं० 398/22/81-आ०क०सं० (क०)] का अधिलेखन करते हुए, केन्द्रीय सरकार एतद्वारा श्री बी० के० मित्रा को, जो केन्द्रीय सरकार के राजपत्रित अधिकारी हैं, उक्त अधिनियम के अन्तर्गत कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है।

2. यह अधिसूचना श्री बी० के० मित्रा द्वारा कर वसूली अधिकारी के रूप में कार्यभार ग्रहण किए जाने की तारीख से लागू होगी।

[सं० 5223/फा० सं० 398/21/83-आ०क० (ब०)]

INCOME-TAX

S.O. 2682.—In pursuance of sub-clause (iii) of clause (44) of section 2 of the Income-tax Act, 1961 (43 of 1961) and in supersession of notification of the Government of India in the Department of Revenue No. 4095 (F. No. 398/22/81-ITCC) dated 22-7-1981, the Central Government hereby authorises Shri B. K. Mitra, being a Gazetted Officer of the Central Government, to exercise the powers of a Tax Recovery Officer under the said Act.

2. This notification shall come into force with effect from the date Shri B. K. Mitra takes over charge as Tax Recovery Officer.

[No. 5223 (F. No. 398/21/83-ITB)]

आयकर

क्र० आ० 2683 —आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उप खण्ड (iii) के अनुसूचना में और भारत सरकार के राजस्व विभाग की दिनांक 22-7-81 की अधिसूचना सं० 4105 [फा० सं० 398/22/81-आ०क०सं० (क०)] का अधिलेखन करते हुए, केन्द्रीय सरकार एतद्वारा श्री पी० के० घोष को, जो केन्द्रीय सरकार के राजपत्रित अधिकारी हैं, उक्त अधिनियम के अन्तर्गत कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है।

2. यह अधिसूचना श्री पी० के० घोष द्वारा कर वसूली अधिकारी के रूप में कार्यभार ग्रहण किए जाने की तारीख से लागू होगी।

[सं० 5225/फा० सं० 398/21/83-आ०क० (ब०)]

INCOME-TAX

S.O. 2683.—In pursuance of sub-clause (iii) of clause (44) of section 2 of the Income-tax Act, 1961 (43 of 1961), and in supersession of Notification of the Government of India in the Department of Revenue No. 4105 (F. No. 398/22/81-ITCC) dated 22-7-81, the Central Government hereby authorises Shri P. K. Ghosh, being a Gazetted Officer of the Central Government, to exercise the powers of a Tax Recovery Officer under the said Act.

2. This Notification shall come into force with effect from the date Shri P. K. Ghosh takes over charge as Tax Recovery Officer.

[No. 5225 (F. No. 398/21/83-ITB)]

आयकर

क्र० आ० 2684 —आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उप खण्ड (iii) के अनुसूचना में और भारत सरकार के राजस्व विभाग की दिनांक 22-7-81 की अधिसूचना सं० 4113 [फा० सं० 398/22/81-आ०क०सं० (क०)] का अधिलेखन करते हुए, केन्द्रीय सरकार एतद्वारा श्री डी० सी० घोष को जो केन्द्रीय सरकार के राजपत्रित अधिकारी हैं, उक्त अधिनियम के अन्तर्गत कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है।

यह अधिसूचना श्री डी. चौधरी द्वारा कर वसूली अधिकारी के रूप में कार्यभार ग्रहण किए जाने की तारीख से लागू होगी।

[सं. 5227/फा. सं. 398/21/83-आ.कं. (ब.)]

INCOME-TAX

S.O. 2684.—In pursuance of sub clause (iii) of clause (44) of section 2 of the Income-tax Act, 1961 (43 of 1961), and in supersession of Notification of the Government of India in the Department of Revenue No. 4091 (F. No. 398/22/81-ITCC) dated 22-7-1981, the Central Government hereby authorises Shri D. Chaudhuri, being a Gazetted Officer of the Central Government, to exercise the powers of a Tax Recovery Officer under the said Act.

2. This Notification shall come into force with effect from the date Shri D. Chaudhuri takes over charge as Tax Recovery Officer.

[No. 5227 (F. No. 398/21/83-ITB)]

आयकर

क्र.सं. 2685.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (iii) के अनुसरण में और भारत सरकार के राजस्व विभाग की दिनांक 22-7-81 की अधिसूचना सं. 4113 [फा. सं. 398/22/81-आ.कं.सं. (क.)] का अधिलेखन करते हुए, केन्द्रीय सरकार एतद्वारा श्री जे. सेन को, जो केन्द्रीय सरकार के राजस्व अधिकारी हैं, उक्त अधिनियम के अन्तर्गत कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है।

2. यह अधिसूचना श्री जे. सेन द्वारा कर वसूली अधिकारी के रूप में कार्यभार ग्रहण किए जाने की तारीख से लागू होगी।

[सं. 5229/फा. सं. 398/21/83-आ.कं. (ब.)]

INCOME-TAX

S.O. 2685.—In pursuance of sub-clause (iii) of clause (44) of section 2 of the Income-tax Act, 1961 (43 of 1961) and in supersession of Notification of the Government of India in the Department of Revenue No. 4113 (F. No. 398/22/81-ITCC) dated 22-7-1981, the Central Government hereby authorises Shri J. Sen, being Gazetted Officer of the Central Government, to exercise the powers of a Tax Recovery Officer under the said Act.

2. This Notification shall come into force with effect from the date Shri J. Sen takes over charge as Tax Recovery Officer.

[No. 5229 (F. No. 398/21/83-ITB)]

अयकर

क्र.सं. 2686.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (iii) के अनुसरण में और भारत सरकार के राजस्व विभाग की दिनांक 22-7-81 की अधिसूचना सं. 4123 [फा. सं. 398/22/81-आ.कं.सं. (क.)] का अधिलेखन करते हुए, केन्द्रीय सरकार एतद्वारा श्री एस.के. भट्टाचार्य को, जो केन्द्रीय सरकार के राजस्व अधिकारी हैं, उक्त अधिनियम के अन्तर्गत कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है।

2. यह अधिसूचना श्री एस.के. भट्टाचार्य द्वारा कर वसूली अधिकारी के रूप में कार्यभार ग्रहण किए जाने की तारीख से लागू होगी।

[सं. 5231/फा. सं. 398/21/83-आ.कं. (ब.)]

INCOME-TAX

S.O. 2686.—In pursuance of sub-clause (iii) of clause (44) of section 2 of the Income-tax Act, 1961 (43 of 1961) and in supersession of Notification of the Government of India in the Department of Revenue No. 4123 (F. No. 398/22/81-ITCC) dated 22-7-81, the Central Government hereby authorises

Shri S. C. Chatterjee, being a Gazetted Officer of the Central Government, to exercise the powers of a Tax Recovery Officer under the said Act.

2. This Notification shall come into force with effect from the date Shri S. C. Chatterjee takes over charge as Tax Recovery Officer.

[No. 5231 (F. No. 398/21/83-ITB)]

आयकर

क्र.सं. 2687.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (iii) के अनुसरण में और भारत सरकार के राजस्व विभाग की दिनांक 22-7-81 की अधिसूचना सं. 4127 [फा. सं. 398/22/81-आ.कं.सं. (क.)] का अधिलेखन करते हुए, केन्द्रीय सरकार एतद्वारा श्री जे. बी. घोष को, जो केन्द्रीय सरकार के राजस्व अधिकारी हैं, उक्त अधिनियम के अन्तर्गत कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है।

2. यह अधिसूचना श्री जे. बी. घोष द्वारा कर वसूली अधिकारी के रूप में कार्यभार ग्रहण किए जाने की तारीख से लागू होगी।

[सं. 5233/फा. सं. 398/21/83-आ.कं. (ब.)]

INCOME-TAX

S.O. 2687.—In pursuance of sub clause (iii) of clause (44) of section 2 of the Income-tax Act, 1961 (43 of 1961), and in supersession of Notification of the Government of India in the Department of Revenue No. 4127 (F. No. 298/22/81-ITCC) dated 22-7-81, the Central Government hereby authorises Shri J. B. Ghosh, being a Gazetted Officer of the Central Government, to exercise the powers of a Tax Recovery Officer under the said Act.

2. This Notification shall come into force with effect from the date Shri J. B. Ghosh takes over charge as Tax Recovery Officer

[No. 5213 (F. No. 398/21/83-ITB)]

आयकर

क्र.सं. 2688.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (iii) के अनुसरण में और भारत सरकार के राजस्व विभाग की दिनांक 22-7-81 की अधिसूचना सं. 4109 [फा. सं. 398/22/81-आ.कं.सं. (क.)] का अधिलेखन करते हुए, केन्द्रीय सरकार एतद्वारा श्री एस.के. भट्टाचार्य को, जो केन्द्रीय सरकार के राजस्व अधिकारी हैं, उक्त अधिनियम के अन्तर्गत कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है।

2. यह अधिसूचना श्री एस.के. भट्टाचार्य द्वारा कर वसूली अधिकारी के रूप में कार्यभार ग्रहण किए जाने की तारीख से लागू होगी।

[सं. 5235/फा. सं. 398/21/83-आ.कं. (ब.)]

INCOME-TAX

S.O. 2688.—In pursuance of sub-clause (iii) of clause (44) of section 2 of the Income-tax Act, 1961 (43 of 1961), and in supersession of Notification of the Government of India in the Department of Revenue No. 4109 (F. No. 398/22/83-ITCC) dated 22-7-1981 the Central Government hereby authorises Shri S. K. Bhattacharjee, being a Gazetted Officer of the Central Government to exercise the powers of a Tax Recovery Officer under the said Act.

2. This Notification shall come into force with effect from the date Shri S. K. Bhattacharjee takes over charge as Tax Recovery Officer.

[No. 5235 (F. No. 398/21/83-ITB)]

आयकर

क्र.सं. 2689.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (iii) के अनुसरण में और भारत सरकार के राजस्व विभाग की दिनांक 22-7-81 की अधिसूचना सं. 4101 [फा. सं. 398/22/81 आ.कं.सं. (क.)] का अधिलेखन

करते हुए, केन्द्रीय सरकार एन.डी.आर. श्री पी. के. दास को, जो केन्द्रीय सरकार के राजपत्रित अधिकारी हैं, उक्त अधिनियम के अन्तर्गत कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है।

2. यह अधिसूचना श्री पी. के. दास द्वारा कर वसूली अधिकारी के रूप में कार्यभार ग्रहण किए जाने की तारीख से लागू होगी।

[सं. 5237 फा. सं. 398/21/83-आ. कं. (ब.)]

INCOME-TAX

S.O. 2689.—In pursuance of the sub-clause (iii) of clause (44) of section 2 of the Income-tax Act, 1961 (43 of 1961), and in supersession of Notification of the Government of India in the Department of Revenue No. 4101 (F. No. 398/22/81-ITCC) dated 22-7-1981, the Central Government hereby authorises Shri P. K. Das being a Gazetted Officer of the Central Government, to exercise the powers of a Tax Recovery Officer under the said Act.

2. This Notification shall come into force with effect from the date Shri P. K. Das takes over charge as Tax Recovery Officer.

[No. 5237 F. No. 398/21/83 ITB]

आयकर

क्र. सं. 2690.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (iii) के अनुसरण में और भारत सरकार के राजस्व विभाग की दिनांक 22-7-81 की अधिसूचना सं. 4115 [फा. सं. 398/22/81 आ. कं. सं. (फ.)] का अधिलेखन करते हुए, केन्द्रीय सरकार एन.डी.आर. श्री डी. के. बोस को, जो केन्द्रीय सरकार के राजपत्रित अधिकारी हैं, उक्त अधिनियम के अन्तर्गत कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है।

2. यह अधिसूचना, श्री डी. के. बोस द्वारा कर वसूली अधिकारी के रूप में कार्यभार ग्रहण किए जाने की तारीख से लागू होगी।

[सं. 5239 (फा. सं. 398/21/83-आ. कं. (ब.))]

INCOME-TAX

S.O. 2690.—In pursuance of the sub-clause (iii) of clause (44) of section 2 of the Income-tax Act, 1961 (43 of 1961), and in supersession of Notification of the Government of India in the Department of Revenue No. 4115 (F. No. 398/22/81-ITCC) dated 22-7-1981 the Central Government hereby authorises Shri D. K. Bose being a Gazetted Officer of the Central Government to exercise the powers of a Tax Recovery Officer under the said Act.

2. This Notification shall come into force with effect from the date Shri D. K. Bose takes over charge as Tax Recovery Officer.

[No. 5239 F. No. 398/21/83-ITB]

आयकर

क्र. सं. 2611.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (iii) के अनुसरण में और भारत सरकार के राजस्व विभाग की दिनांक 22-7-81 की अधिसूचना सं. 4099 [फा. सं. 398/22/81- आ. कं. सं. (क.)] का अधिलेखन करते हुए, केन्द्रीय सरकार एन.डी.आर. श्री एच. डी. बैनर्जी को, जो केन्द्रीय सरकार के राजपत्रित अधिकारी हैं, उक्त अधिनियम के अन्तर्गत कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिये प्राधिकृत करती है।

2. यह अधिसूचना, श्री एच. डी. बैनर्जी द्वारा कर वसूली अधिकारी के रूप में कार्यभार ग्रहण किये जाने की तारीख से लागू होगी।

[सं. 5241 फा. सं. 398/21/83-आ. कं. (ब.))]

INCOME-TAX

S.O. 2691.—In pursuance of sub-clause (iii) of clause (44) of section 2 of the Income-tax Act, 1961 (43 of 1961), and in supersession of Notification of the Government of India in the Department of Revenue No. 4099 (F. No. 398/22/81-ITCC) dated 22-7-1981 the Central Government hereby authorises Shri H. D. Banerjee being a Gazetted Officer of the Central Government, to exercise the powers of a Tax Recovery Officer under the said Act.

2. This Notification shall come into force with effect from the date Shri H. D. Banerjee takes over charge as Tax Recovery Officer

[No. 5241 F. No. 398/21/83-ITB]

आयकर

क्र. सं. 2692.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (iii) के अनुसरण में और भारत सरकार के राजस्व विभाग की दिनांक 22-7-81 की अधिसूचना सं. 4107 [फा. सं. 398/22/81- आ. कं. सं. (क.)] का अधिलेखन करते हुए, केन्द्रीय सरकार एन.डी.आर. श्री टी. पी. देव को, जो केन्द्रीय सरकार के राजपत्रित अधिकारी हैं, उक्त अधिनियम के अन्तर्गत कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिये प्राधिकृत करती है।

2. यह अधिसूचना, श्री टी. पी. देव द्वारा कर वसूली अधिकारी के रूप में कार्यभार ग्रहण किये जाने की तारीख से लागू होगी।

[सं. 5243 फा. सं. 398/21/83- आ. कं. (ब.))]

INCOME-TAX

S.O. 2692.—In pursuance of sub-clause (iii) of clause (44) of section 2 of the Income-tax Act, 1961 (43 of 1961), and in supersession of Notification of the Government of India in the Department of Revenue No. 4107 (F. No. 398/22/81-ITCC) dated 22-7-1981 the Central Government hereby authorises Shri T. P. Dey, being a Gazetted Officer of the Central Government, to exercise the powers of a Tax Recovery Officer under the said Act.

2. This Notification shall come into force with effect from the date Shri T. P. Dey takes over charge as Tax Recovery Officer.

[No. 5243 F. No. 398/21/83-ITB]

आयकर

क्र. सं. 2693.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (iii) के अनुसरण में और भारत सरकार के राजस्व विभाग की दिनांक 22-7-81 की अधिसूचना सं. 4121 [फा. सं. 398/22/81- आ. कं. सं. (क.)] का अधिलेखन करते हुए, केन्द्रीय सरकार एन.डी.आर. श्री एस. बी. भोमिक को, जो केन्द्रीय सरकार के राजपत्रित अधिकारी हैं, उक्त अधिनियम के अन्तर्गत कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिये प्राधिकृत करती है।

2. यह अधिसूचना, श्री एस. बी. भोमिक द्वारा कर वसूली अधिकारी के रूप में कार्यभार ग्रहण किये जाने की तारीख से लागू होगी।

[सं. 5245 फा. सं. 398/21/83- आ. कं. (ब.))]

INCOME-TAX

S.O. 2693.—In pursuance of sub-clause (iii) of clause (44) of section 2 of the Income-tax Act, 1961 (43 of 1961), and in supersession of Notification of the Government of India in the Department of Revenue No. 4121 (F. No. 398/22/81-ITCC) dated 22-7-1981, the Central Government hereby authorises Shri S. B. Bhowmic being a Gazetted Officer of the Central Government, to exercise the powers of a Tax Recovery Officer under the said Act.

2. This Notification shall come into force with effect from the date Shri S. B. Bhowmic takes over charge as Tax Recovery Officer.

[No. 5247/F. No. 398/21/83-ITB]

आयकर

क्रा० आ० 2694.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (iii) के अनुसरण में और भारत सरकार के राजस्व विभाग की दिनांक 22-7-81 की अधिसूचना संख्या 4089 (फा० सं० 398/22/81-आ० क्र० सं० (क०)) की अधिलेखन करते हुए, केन्द्रीय सरकार एतद्वारा श्री जी० दास को, जो केन्द्रीय सरकार के राजपत्रित अधिकारी हैं, उक्त अधिनियम के अन्तर्गत कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है।

2. यह अधिसूचना श्री जी० दास द्वारा कर वसूली अधिकारों के रूप में कार्यभार ग्रहण किए जाने की तारीख से लागू होगी।

[सं. 5247 / फा० सं० 398/21/83-आ० क्र० (ब)]

एन० के० शुक्ला, अवर सचिव

INCOME-TAX

S.O. 2694.—In pursuance of sub-clause (ii) of clause (44) of section 2 of the Income-tax Act, 1961 (43 of 1961), and in supersession of Notification of the Government of India in the Department of Revenue No. 4089 (F. No. 398/22/81-ITCC), dated 22-7-1981, the Central Government hereby authorises Shri G. Das, being a gazetted officer of the Central Government, to exercise the powers of a Tax Recovery Officer under the said Act.

2. This Notification shall come into force with effect from the date Shri G. Das takes over charge as Tax Recovery Officer.

[No. 5247/F. No. 308/21/83-ITB]
N. K. SHUKLA, Under Secy.

केन्द्रीय प्रत्यक्ष कर बोर्ड

नई दिल्ली, 7 जून, 1983

क्रा० आ० 2695.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 121क की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और पूर्ववर्ती आदेशों में संशोधन करने हुए, केन्द्रीय प्रत्यक्ष कर बोर्ड, एतद्वारा निदेश देना है कि नीचे दी गई अनुसूची के स्तम्भ (1) में विनिर्दिष्ट अधिकार-क्षेत्रों के आयकर आयुक्त (अपील) अनुसूची के स्तम्भ (2) और (3) की तत्संबन्धी प्रविष्टियों में विनिर्दिष्ट आयकर बोर्डों, परिमंडलों, जिलों, रेंजों में ऐसे व्यक्तियों के संबंध में अपने कार्य करेंगे जिन पर आयकर या असिंकर या ब्याजकर लगाया गया हो और आयकर अधिनियम, 1961 की धारा 246 की उपधारा (2) के खण्ड (क) से (ज) में, कंपनी (लाभ) अधिनियम, 1964 (1964 का 7) की धारा 11 की उपधारा (1) में और ब्याज कर अधिनियम, 1974 (1974 का 45) की धारा 15 की उपधारा (1) में उल्लिखित किसी भी आदेश से ढुकी हुए हैं और ऐसे व्यक्तियों के वर्गों को बाबत भी, कार्य करेंगे जिनके लिए बोर्ड ने आयकर अधिनियम, 1961 की धारा 246 की उपधारा (2) के खण्ड (1) के उपबंधों के अनुसार निदेश दिया है या भविष्य में निदेश दें।

अनुसूची

अधिकार क्षेत्र और प्रधान कार्यालय	आयकर परिमंडल तथा बोर्ड	निरीक्षी सहायक आयकर आयुक्त की रेंज
(1)	(2)	(3)
1. आयकर आयुक्त (अपील-I) अहमदाबाद	परिमंडल I, अहमदाबाद। सर्वेपरिमंडल, अहमदाबाद। हिम्मतनगर परिमंडल मोदावा परिमंडल केन्द्रीय परिमंडल II, III और VI	नि० सं० आ० क्र० आ० ए० आर०-I, अहमदाबाद। नि० सं० आ० क्र० आ० सर्वेक्षण, अहमदाबाद। नि० सं० आ० क्र० आ० ए० आर०-II, अहमदाबाद। नि० सं० आ० क्र० (निर्धा०) III, अहमदाबाद। नि० सं० आ० क्र० आ० सैटल रेंज-I, अहमदाबाद।
2. आयकर आयुक्त (अपील-II), अहमदाबाद।	परिमंडल, अहमदाबाद सुरेन्द्र नगर परिमंडल केन्द्रीय परिमंडल I केन्द्रीय परिमंडल V तथा VI परिमंडल III, अहमदाबाद	नि० सं० आ० क्र० आ० ए० आर० VI अहमदाबाद। नि० सं० आ० क्र० आ० ए० आर० अहमदाबाद नि० सं० आ० क्र० आ० केन्द्रीय रेंज-I, अहमदाबाद। नि० सं० आ० सेटल रेंज-II, अहमदाबाद। नि० सं० आ० ए० आर० III, अहमदाबाद।
3. आयकर आयुक्त (अपील-III), अहमदाबाद।	कंपनी परिमंडल IV, XII, XIII, XIV तथा XVI विशेष परिमंडल I, II तथा III कंपनी परिमंडल मेहसाणा परिमंडल पाटन परिमंडल पालनपुष परिमंडल	नि० सं० आ० ए० आर०, अहमदाबाद। नि० सं० आ० (निर्धा०), अहमदाबाद। नि० सं० आ० (जां०), अहमदाबाद। नि० सं० आ० ए० आर० VII, अहमदाबाद। नि० सं० आ० क्र० आ० ए० आर० V, अहमदाबाद। नि० सं० आ० ए० आर० III, अहमदाबाद।
4. आयकर आयुक्त (अपील-IV) अहमदाबाद।	कंपनी परिमंडल V कंपनी परिमंडल VI कंपनी परिमंडल VII	नि० सं० आ० ए० आर० III, अहमदाबाद। नि० सं० आ० (निर्धा० II), अहमदाबाद।

(1)	(2)	(3)
5. आयकर आयुक्त (अपील V), अहमदाबाद	परिमंडल II, अहमदाबाद कंपनी परिमंडल III, अहमदाबाद, कंपनी परिमंडल VIII अहमदाबाद ।	नि० सं० आ० ए० आर० II, अहमदाबाद । नि० सं० आ० ए० आर० IX, अहमदाबाद । नि० सं० आ० ए० आर० VII, अहमदाबाद ।
6. आयकर आयुक्त (अपील VI) अहमदाबाद	परिमंडल IV, वार्ड ए० सी०, ई० जी० एल० एम० तथा एन० कंपनी परिमंडल XI अहमदाबाद । कंपनी परिमंडल IX अहमदाबाद	नि० सं० आ० ए० आर० IV, अहमदाबाद । नि० सं० आ० ए० आर० IX, अहमदाबाद । नि० सं० आ० ए० आर० VII, अहमदाबाद ।
7. आयकर आयुक्त (अपील VII) अहमदाबाद	परिमंडल IV वार्ड बी० डी० एक० परिमंडल IV वार्ड एच०, आई०, जे०, अतिरिक्त जे० के पी० क्यू० परिमंडल VI, अहमदाबाद कंपनी परिमंडल X, अहमदाबाद	नि० सं० आ० ए० आर० IV, अहमदाबाद । नि० सं० आ० (निर्वा) IV, अहमदाबाद । नि० सं० आ० ए० आर० VI, अहमदाबाद । नि० सं० आ० ए० आर० IX, अहमदाबाद ।
8. आयकर आयुक्त (अपील VIII) अहमदाबाद	कंपनी परिमंडल I, अहमदाबाद । कंपनी परिमंडल II, अहमदाबाद संपदा शुल्क तथा आयकर परिमंडल, अहमदाबाद व्यावसायिक परिमंडल I, II, III अहमदाबाद	नि० सं० आ० ए० आर० VII, अहमदाबाद । नि० सं० आ० ए० आर० II, अहमदाबाद । नि० सं० आ० ए० आर० VI, अहमदाबाद ।

जहाँ कोई आयकर परिमंडल वार्ड, जिला अथवा उसका कोई भाग इस अधिसूचना द्वारा एक अधिकार क्षेत्र से किसी अन्य अधिकार क्षेत्र में अंतरित कर दिया गया है वहाँ उस आयकर परिमंडल वार्ड अथवा जिले अथवा उसके किसी भाग में किए गए कर निर्धारणों से उत्पन्न होने वाली और इस अधिसूचना की तारीख से तत्काल पूर्व उस अधिकार क्षेत्र के अपीलीय सहायक आयुक्त के समक्ष विचारार्थी पड़ें अपीलें, जिसके अधिकार क्षेत्र से वह आयकर परिमंडल वार्ड अथवा जिला अथवा उसका कोई भाग अंतरित किया गया है, इस अधिसूचना के लागू होने की तारीख से उस अपीलीय सहायक आयुक्त के अधिकार-क्षेत्र को अंतरित की जाएगी और उसके द्वारा निपटायी जाएगी, जिसके अधिकार-क्षेत्र में, उक्त परिमंडल, वार्ड अथवा जिला अथवा उसका कोई भाग अंतरित कर दिया गया है ।

यह अधिसूचना 1-6-1983 से लागू होगी ।

[स० 5377/का० सं० 261/6/83-आ० का० न्या०]
के० एम० सुन्तान, अवर सचिव

CENTRAL BOARD OF DIRECT TAXES

New Delhi, the 7th June, 1983

S.O. 2695.—In exercise of the powers conferred by sub-section (1) of Section 121A of the Income-tax Act (43 of 1961) and in modification of earlier orders, the Central Board of Direct Taxes, hereby directs that the Commissioner of Income-tax (Appeal) of the Charges specified in column (1) of the Schedule below, shall perform their functions in respect of such persons assessed to income-tax or surtax or

interest-tax in the Income-tax Wards, circles, Districts and Ranges specified in the corresponding entries in column (2) and column (3) thereof as are aggrieved by any of the orders mentioned in clause (a) to (b) of sub-section (2) of section 246 of the Income-tax Act, 1961, in sub-section (1) of Section II of Companies (Profits) Surtax Act, 1964 (7 of 1964) and in sub-section (1) of Section 15 of the Interest Tax Act, 1974 (45 of 1974) and also in respect of such persons or clauses of persons as the Board has directed or may direct in future in accordance with the provisions of clause (1) of sub-clause (2) of Section 246 of the Income-tax Act, 1961.

SCHEDULE

Charges with H. Qrs.	Income-tax- circles and ward	Range of I.A.C. of Income-tax
1	2	3
1. Commissioner of Income-tax (Appeals-I), Ahmedabad.	Circle I, Ahmedabad. Survey Circles, Ahmedabad. Himmatnagar Circle. Modasa Circle Central Circles II, III and VII	I.A.C. AR. I Ahmedabad. I.A.C. Survey, Ahmedabad. I.A.C. AR. III, Ahmedabad I.A.C. (ASSTT.) III, Ahmedabad. I.A.C. Central Range-I, Ahmedabad.

1	2	3	4
2.	Commissioner of Income-tax (Appeals-II), Ahmedabad.	Circle V Ahmedabad. Surendranagar Circle. Central Circles, I, IV Central Circles V & VI Circle -III Ahmedabad.	I.A.C. AR. V. Ahmedabad. I.A.C. AR. VI Ahmedabad. I.A.C. Cent. Range-I, Ahmedabad. I.A.C. Cent. Range-II, Ahmedabad. I.A.C. AR. III Ahmedabad.
3.	Commissioner of Income-tax, (Appeals-III), Ahmedabad.	Cos. Cir. IV, XII, XIII, XIV & XVI. Spl. Cir. I, II & III Co. Cir. XV Mehsana Circle, Patan Circle, Palanpur Circle	I.A.C. AR. IX, Ahmedabad. I.A.C. (Asstt. I), Ahmedabad. I.A.C. (Inv.), Ahmedabad. I.A.C. AR. VII, Ahmedabad. I.A.C. AR. V, Ahmedabad. I.A.C. AR. III Ahmedabad.
4.	Commissioner of Income-tax, (Appeals-IV), Ahmedabad.	Cos. Circle V Cos. Circle VI Cos. Circle VII)	I.A.C. AR. VII Ahmedabad. I.A.C. (Asstt. II), Ahmedabad.
5.	Commissioner of Income -tax, (Appeals-V), Ahmedabad.	Circle II Ahmedabad. Cos. Cir. III, Ahmedabad. Cos. Cir. VIII Ahmedabad.	I.A.C. AR. H, Ahmedabad. I.A.C. AR. IX, Ahmedabad. I.A.C. AR. VIII, Ahmedabad.
6.	Commissioner of Income-tax, (Appeals-VI), Ahmedabad.	Circle IV Wards A,C,E,G,L, M & N. Co. Cir. XI, Ahmedabad. Co. Cir. IX, Ahmedabad.	I.A.C. AR. IV, Ahmedabad. I.A.C. AR. IX Ahmedabad. I.A.C. AR. VII Ahmedabad.
7.	Commissioner of Income-tax, (Appeals-VII) Ahmedabad.	Cir. IV Ward-B,D,F. Cir. IV Ward-H.I.J., Addl. J. K. P.Q. Cir. VI Ahmedabad. Co. Circle X, Ahmedabad.	I.A.C. AR. IV, Ahmedabad. I.A.C. (Asstt.) IV, Ahmedabad. I.A.C. AR. VI Ahmedabad. I.A.C. AR. IX Ahmedabad.
8.	Commissioner of Income-tax (Appeals-VIII) Ahmedabad.	Cos. Cir. I, Ahmedabad. Cos. Cir. II, Ahmedabad. R.D. cum- I.T. Circle, Ahmedabad Professional Circle I,II, III, Ahmedabad.	I.A.C. AR. VII, Ahmedabad. I.A.C. AR. II, Ahmedabad. I.A.C. AR. VI, Ahmedabad.

Whereas the Income-tax Circle, Ward or District or part thereof stands transferred by this Notification from one Charge to another Charge, appeals arising out of the assessments made in that Income-tax Circle, Ward or District or part thereof and pending immediately before the date of this Notification before the Commissioner of Income-tax of the Charge from whom the Income-tax Circle, Ward or District or part thereof is transferred shall from the date of this Notification takes effect be transferred to and dealt with by the Commissioner of Income-tax of the Charge to whom the said Circle, Ward or District or part thereof is transferred.

This Notification shall take effect from 1-6-83.

[No. 5277(F. No. 261/6/83---I.T. J]

K.M. SULTAN, Under Secy.

आर्थिक कार्य विभाग

(बैंकिंग प्रभाग)

नई दिल्ली, 7 जून, 1983

का० आ० 2696—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों की प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर एतद्वारा यह घोषणा करती है कि उक्त अधिनियम की तीसरी अनुसूची के फॉर्म 'क' के साथ सलगन टिप्पणी (क) के उपबन्ध 31 विस्तम्बर, 1982 की स्थिति के अनुसार तैयार किए गए यूनाइटेड बैंक ऑफ इंडिया के तुलनपत्रों पर उस सीमा तक लागू नहीं होंगे जब उक्त फॉर्म की सम्पत्ति तथा परिसम्पत्ति शीर्ष की मद 4 के उप शीर्ष (ii)(iii)(iv) और (v) के सामने अन्दर के कॉलम में दिखाया गया मूल्य उस उपशीर्ष के अन्तर्गत निवेशों का बाजार मूल्य बड़ा जाएगा। उस उप-शीर्ष के अन्तर्गत किए गए निवेशों का बाजारमूल्य कांष्ठों के अन्दर अलग से दिखाया गया है।

[संख्या 15/2/83-बी ओ III]

DEPARTMENT OF ECONOMIC AFFAIRS

(Banking Division)

New Delhi, the 7th June, 1983

S.O. 2696—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of Note (f) appended to the form 'A' in the Third Schedule to the said Act shall not apply to the United Bank of India in respect of its balance-sheet as on the 31st December, 1982 which when the value shown in the inner column against any of the sub-heads (ii), (iii), (iv) and (v) of the item 4 of the Property and Assets side of the said Form exceeds the market value of the investments under that sub-head, shows separately within brackets the market value of the investments under that sub-head.

[No 15/2/83 B O III]

नई दिल्ली, 8 जून, 1983

का० आ० 2697—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार भारतीय रिजर्व बैंक की सिफारिश पर एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 9 के उपबन्ध, इस अधिसूचना की तारीख से एक वर्ष की अवधि के लिए हिन्दुस्तान कमर्शियल बैंक लि०, कानपुर पर, अस्सल सम्पत्ति अर्थात् इसके द्वारा मोहितशहसगंज, हलाहाबाद में धारित मकान न० 116/377 के सम्बन्ध में लागू नहीं होंगे।

[संख्या 15/11/83-बी ओ III]

एन० डी० बत्रा, अवर सचिव

New Delhi, the 8th June, 1983

S.O. 2697.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government on the recommendation of the Reserve Bank of India, hereby declares that the provisions of section 9 of the said Act shall not apply to the Hindustan Commercial Bank Ltd., Kanpur for a period of one year from the date of notification in respect of the immovable property viz., a house No 116/377 held by it at Mohitshahanganj, Allahabad

[No 15/11/83 B O III]

N D. BATRA, Under Secy

नई दिल्ली, 31 मई, 1983

का० आ० 2698—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर एतद्वारा घोषणा करती है कि बैंककारी विनियमन (सहकारी समितियाँ) नियम 1966 के नियम 10 के साथ पठित उक्त अधिनियम की धारा 31 के उपबन्ध, काट्टरकरा का-ओपरेटिव अर्बन बैंक पर उस सीमा तक लागू नहीं होंगे जहाँ तक इनका संबन्ध समाचार-पत्र में लेखा परीक्षकों की रिपोर्ट के साथ 30 जून, 1982 को समाप्त वर्ष के बाले इसके तुलन पत्र तथा लाभ हानि लेखों के प्रकाशन से है।

[सं० 8-10/83-ए०सी०]

अमर सिंह, अवर सचिव

New Delhi, the 31st May, 1983

S.O. 2698—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of Section 31 of the said Act read with Rule 10 of the Banking Regulation (Co-operative Societies) Rules 1966, shall not apply to the Kottarakkara Co-operative Urban Bank so far as they relate to the publication of its balance sheet and profit and loss account for the year ended the 30th June, 1982 together with auditors' report in a newspaper

[No 8-10/83-AC]

AMAR SINGH, Under Secy

केन्द्रीय उत्पादन शुल्क और सीमा शुल्क बोर्ड

नई दिल्ली, 25 जून, 1983

सं० 181/सीमा-शुल्क

का० आ० 2699—केन्द्रीय उत्पाद शुल्क और सीमा-शुल्क बोर्ड, सीमा-शुल्क अधिनियम, 1962 (1962 का 52) की धारा 9 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, कर्नाटक राज्य में बंगलूर के पास काडगोडनहल्ली को भाण्डागार स्टेशन के रूप में घोषित करता है।

[फा सं 473/102/83-सीमा-शुल्क-7]

एन के कपूर, अवर सचिव

CENTRAL BOARD OF EXCISE AND CUSTOMS

New Delhi, the 25th June, 1983

No 181/83-CUSTOMS

S.O. 2699.—In exercise of the powers conferred by section 9 of the Customs Act, 1962 (52 of 1962) the Central Board of Excise and Customs hereby declares Kadagondanahalli near Bangalore, in the State of Karnataka to be a warehousing station

[F No 473/102/83-Cus VII]

N K KAPUR, Under Secy

परमाणु ऊर्जा विभाग

आवेश

मुम्बई, 9 मई, 1983

का० आ० 2700. राष्ट्रपति, केन्द्रीय निव्विल सेवा (वर्गीकरण, नियंत्रण और अपील), नियम 1965 के नियम 9 के उप-नियम (2), नियम 12 के उप नियम (2) के खंड (ख) और नियम 24 के उप-नियम (1) द्वारा प्रवक्त शक्तियों का प्रयोग करते हुए, एतद्वारा यह निदेश देते हैं कि परमाणु ऊर्जा विभाग के दिनांक 7 जुलाई, 1979 के का० आ० 2537 की अनुसूची में निम्नलिखित संशोधन किए जाएं, अर्थात्--

1. अनुसूची में--

(1) "भाग I--साधारण केन्द्रीय सेवा, वर्ग 'ख'" शीर्ष के अन्तर्गत क्रम संख्या 12 और 14 तथा उनसे सम्बद्ध प्रविष्टियों के स्थान पर निम्नलिखित को प्रतिस्थापित किया जाए, अर्थात्--

1	2	3	4	5	6
"12. रिप्रेजेंटेशन अनुसंधान केन्द्र में पद	निदेशक, रिप्रेजेंटेशन अनुसंधान केन्द्र	निदेशक, रिप्रेजेंटेशन अनुसंधान केन्द्र	सभी	सचिव, परमाणु ऊर्जा विभाग	
12. नाभिकीय ईंधन सम्मिश्र में पद	मुख्य अभियंता/उप मुख्य अभियंता, (प्रशासन तथा लेखा) नाभिकीय ईंधन सम्मिश्र	मुख्य अभियंता/उप मुख्य अभियंता (प्रशासन तथा लेखा) नाभिकीय ईंधन सम्मिश्र	सभी	प्रमुख सचिव, परमाणु ऊर्जा विभाग"	

(2) "भाग II--साधारण केन्द्रीय सेवा, वर्ग 'ग'" शीर्ष के अन्तर्गत क्रम संख्या 12 और 14 तथा उनसे सम्बद्ध प्रविष्टियों के स्थान पर निम्नलिखित क्रम संख्याएं तथा प्रविष्टियां प्रतिस्थापित की जाएं, अर्थात्--

1	2	3	4	5	6
"(XII) रिप्रेजेंटेशन अनुसंधान केन्द्र में पद	मुख्य प्रशासनिक तथा लेखा अधिकारी, रिप्रेजेंटेशन अनुसंधान केन्द्र	मुख्य प्रशासनिक तथा लेखा अधिकारी, रिप्रेजेंटेशन अनुसंधान केन्द्र	सभी	निदेशक, रिप्रेजेंटेशन अनुसंधान केन्द्र	
(XIV) नाभिकीय ईंधन सम्मिश्र में पद	उप मुख्य अभियंता (प्रशासन तथा लेखा) नाभिकीय ईंधन सम्मिश्र	उप मुख्य अभियंता (प्रशासन तथा लेखा) नाभिकीय ईंधन सम्मिश्र	सभी	मुख्य अभियंता नाभिकीय ईंधन सम्मिश्र	
(क) तकनीकी पद					
(ख) प्रशासनिक तथा सहायक पद	प्रबन्धक (कार्मिक तथा प्रशासनिक) नाभिकीय ईंधन सम्मिश्र	प्रबन्धक (कार्मिक तथा प्रशासनिक) नाभिकीय ईंधन सम्मिश्र	सभी	मुख्य अभियंता, नाभिकीय ईंधन सम्मिश्र"	

(3) "भाग II--साधारण केन्द्रीय सेवा, वर्ग 'घ'" शीर्ष के अन्तर्गत क्रम संख्या (Xii) तथा उससे सम्बद्ध प्रविष्टियों के स्थान पर निम्नलिखित क्रम संख्याएं और प्रविष्टियां प्रतिस्थापित की जाएं, अर्थात्--

1	2	3	4	5	6
"(XII) रिप्रेजेंटेशन अनुसंधान केन्द्र में पद	प्रशासनिक अधिकारी, रिप्रेजेंटेशन अनुसंधान केन्द्र	प्रशासनिक अधिकारी, रिप्रेजेंटेशन अनुसंधान केन्द्र	सभी	मुख्य प्रशासनिक तथा लेखा अधिकारी, रिप्रेजेंटेशन अनुसंधान केन्द्र"	

[सं० 2/82--सतर्कता]

टी० सी० सत्यकीर्ति, निदेशक

- (1) तारीख 21-11-79 के आदेश संख्या 22(1)/68-प्रशासन II द्वारा संशोधित।
- (2) तारीख 9-9-80 के आदेश संख्या 22(1)/68--प्रशासन II द्वारा संशोधित।
- (3) तारीख 2-12-80 के आदेश संख्या 22(1)/68, प्रशासन II द्वारा संशोधित।
- (4) तारीख 1-1-81 के आदेश संख्या 22(1)/68-प्रशासन II द्वारा संशोधित।
- (5) तारीख 2-2-81 के आदेश संख्या 22(1)/68-प्रशासन II द्वारा संशोधित।
- (6) तारीख 27-9-82 के आदेश संख्या 22(1)/68-प्रशासन II द्वारा संशोधित।

DEPARTMENT OF ATOMIC ENERGY

ORDER

Bombay, the 9th May, 1983

S. O. 2700.—In exercise of the powers conferred by sub-rule (2) of rule, 9 clause (b) of Sub-rule (2) of rule 12 and sub-rule (1) of rule 24 of the Central Civil Services (Classification, Control and Appeal) Rules, 1965, the President hereby directs that the following amendments shall be made in the Schedule to the Department of Atomic Energy, the Order No. S.O. 2537, dated the 7th July, 1979, namely :—

1. In the Schedule—

- (1) Under the heading “Part I-General Central Service, Group ‘B’” for serial numbers 12 and 14 and the entries relating thereto, the following shall be substituted, namely :—

SCHEDULE

1	2	3	4	5	6
“12. Posts in the Reactor Research Centre (RRC).	Director, Reactor, Research Centre.	Director, Reactor Research Centre.	All	Secretary, Department of Atomic Energy.	
14. Posts in the Nuclear Fuel Complex (NFC)	Chief Executive/Dy. Chief Executive (Administration & Accounts), Nuclear Fuel Complex.	Chief Executive/Dy. Chief Executive (Administration & Accounts), Nuclear Fuel Complex.	All	Principal Secretary, Department of Atomic Energy.”	

- (2) Under the heading “Part II—General Central Service, Group ‘C’”, for serial numbers (xii) and (xiv) and the entries relating thereto, the following, serial numbers and entries shall be substituted, namely :—

1	2	3	4	5	6
“(xii) Posts in the Reactor Research Centre (RRC).	Chief Administrative & Accounts Officer, Reactor Research Centre	Chief Administrative & Accounts Officer, Reactor, Research Centre.	All	Director, Reactor Research Centre.	

1	2	3	4	5	6
(xiv) Posts in the Nuclear Fuel Complex (NFC)—	Deputy Chief Executive (Admn. & Accounts), Nuclear Fuel Complex	Deputy Chief Executive Admn. & Accounts), Nuclear Fuel Complex.	All	Chief Executive Nuclear Fuel Complex.	
(a) Technical posts	Manager (Personnel & Administration), Nuclear Fuel Complex	Manager (Personnel & Administration), Nuclear Fuel Complex.	All	Chief Executive Nuclear Fuel Complex”	
(b) Admn. Auxiliary posts	Manager (Personnel & Administration), Nuclear Fuel Complex	Manager (Personnel & Administration), Nuclear Fuel Complex.	All	Chief Executive Nuclear Fuel Complex”	

- (3) Under the heading “Part-III—General Central Service, Group ‘D’”, for serial number (xii) and the entries relating thereto, the following serial numbers and entries shall be substituted, namely :—

1	2	3	4	5	6
“(xii) Posts in the Reactor Research Centre (RRC)	Administrative Officer, Reactor Research Centre	Administrative Officer, Reactor Research Centre	All	Chief Administrative & Accounts officer, Reactor Research Centre.”	

[No. 2/2/82-Vig.]

(1) Amended vide Order No. 22(1)/68-Admn. II dt. 21-11-79.

(2) Amended vide Order No. 22(1)/68-Admn. II dt. 9-9-80

(3) Amended vide Order No. 22(1)/68-Admn. II dt. 2-12-80

(4) Amended vide Order No. 22(1)/68-Admn. II dt. 1-1-81

(5) Amended vide Order No. 22(1)/68-Admn. II dt. 2-2-81.

(6) Amended vide Order No. 22(1)/68-Admn. II dt. 27-9-82.

T.C. SATHYAKEERTHY, Director.

सागरिक पूर्ति मंत्रालय

भारतीय मानक संस्था

नई दिल्ली, 1983-05-24

क्र० आ० 2701--समय-समय पर संशोधित भारतीय मानक प्रमाणन विहिन विनियम, 1955 के विनियम 14 के उपविनियम (4) के अनुसार भारतीय मानक संस्था द्वारा अधिपूषिता किया जाता है कि लाइसेंस संख्या सा०एम०/एन०-0794063 निम्नके द्वारा ताने अनुसूची में दिया है, लाइसेंसधारी के अपने अनुसूची पर 1982-08-16 से रद्द कर दिया गया है।

अनुसूची

क्रम संख्या लाइसेंस संख्या और तिथि	लाइसेंसधारी का नाम व पता	रद्द किए गए लाइसेंस के अर्थात् वस्तु/प्रक्रिया	सम्बन्धी भारतीय मानक
1	2	3	4
1	सी एम/एन 0794063 1979-08-22	सैमर्स एम० जी० शाहनी एंड क०, (दिल्ली) प्रा० लि०, 12/1 मील, मथुरा रोड, पो०आ० अमर नगर, फरीदाबाद-121003 (हरियाणा)	फैरा-गैला टेनेट फाउन्टेन पेन की स्थाई (0.1 प्रतिशत लोह मात्रा) की विशिष्ट (दूसरा पुनरीक्षण) IS : 220-1972 फैरा गैला टेनेट फाउन्टेन पेन का स्थाई (0.1 प्रतिशत लोह मात्रा) की विशिष्ट (दूसरा पुनरीक्षण)

[सी०एम० डी०/55 0794063]

ए०पी० बनर्जी, अपर महानिदेशक

MINISTRY OF CIVIL SUPPLIES

INDIAN STANDARDS INSTITUTION

New Delhi, 1983-05-24

S. O. 2701:—In pursuance of sub-regulation (4) of regulation 14 of the Indian Standards Institution (Certification Marks), Regulations, 1955 as amended from time to time the Indian Standards Institution hereby notifies that Licence No. CM/L-0794063, particulars of which are given below has been cancelled with effect from 1982-08-16 at the request of the licensee :

SCHEDULE

Licence No. and Date	Name & Address of the Licensee	Article/Process Covered by the Licence Cancelled	Relevant Indian Standard
(1)	(2)	(3)	(4)
CM/L-0794063 1979-08-22	M/s. M.G. Shahani & Co. (Delhi) Pvt. Ltd., 12/1 Mile, Mathura Road, P.O. Amarnagar, Faridaba-121003, (Haryana).	Ferro-gallo tannate fountain pen ink (0.1 percent iron content).	IS : 220—1972 Specification for ferro-gallo tannate fountain pen ink (0.1 percent iron content) (second revision).

[CMD/55 : 0794063].

A.P. BANERJI, Additional Director General.

खाद्य और नागरिक प्ति संवालय

(खाद्य विभाग)

शुद्धिपत्र

नई दिल्ली, 7 जून, 1983

क्र० आ० 2702—इस विभाग के आदेश संख्या 52/21/68-एफ० सी०-iii(ई०जे००)/आयु०-4 दिनांक 7-8-74 में निम्नलिखित शुद्धि की जाए —

स्थानान्तरण आदेश में श्रम संख्या	की जाने वाली शुद्धि
1821	कालम 2 में "श्री लक्ष्मन कुमार" के स्थान पर "श्री लखन कुमार" पढ़े।
	[संख्या 52/2/82-एफ०सी०-III] एस० के० स्वामी, अवर सचिव

MINISTRY OF FOOD AND CIVIL SUPPLIES

(Department of Food)

CORRIGENDUM

New Delhi, the 7th June, 1983

S.O. 2702 :—In this Department's Order No. 52/21/68-FC-III (EZ)/Vol. IV dated 7-8-74, the following correction shall be carried out :

Sl. No. in the Correction to be carried
Transfer Order out

1821	For the words "Shri Lakshman Kumar" in Col. 2, read "Shri Lakhan Kumar".
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[No. 52/2/82-FCIII]
S.K. SWAMI, Under Secy.

कृषि मंत्रालय

(कृषि तथा सहकारिता विभाग)

नई दिल्ली, 9 जून, 1983

क्र० आ० 2703.—पशु आयात अधिनियम, 1898 (1898 का अधिनियम 9) के खंड 3, उपखंड (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार 27-5-1983 में छः मन्त्री के अधीन के लिए यू० के०, आयरलैंड, फ्रांस, अमेरिका, आस्ट्रेलिया, पश्चिमी जर्मनी, बेल्जियम, जापान, आस्ट्रीया, डेनमार्क और इटली से अश्वजातीय पशुओं के आयात पर एतद्वारा प्रतिबंध लगाती है। यह प्रतिबंध 4 वर्ष तक की आयु के अश्वों और अश्व-शायकों (फोनीज) पर लागू नहीं होगा जिनका कर्षा सेल नहीं लगाया गया है और जो प्रजनक स्टॉक के सम्पर्क में नहीं रहे हैं, बल्कि कि —

- (क) अधिनियम के अन्तर्गत विनिर्दिष्ट स्वास्थ्य आवश्यकताओं के अनिवार्य युवा अश्वजातीय पशुओं के साथ प्राधिकृत पशु-चिकित्सक का इस आणय का पशु चिकित्सा संबंधी एक स्वास्थ्य प्रमाणपत्र हो कि पशुगत एक वर्ष के दौरान प्रजनक स्टॉक के सम्पर्क में नहीं रहा है और इन पशुओं के विगच्छद तथा मूत्रद्वार/यानि और मरिक्ता से एकत्र की गई कुरेरी मानक संधर्भिक और सीरम संबंधी पद्धतियों द्वारा व्याधि विषयक सूक्ष्म अणुओं, विशेषकर हीमोफिलियस इक्विनाइटीस के लिए निर्यात हेतु

पोत रोड के 30 दिनों के अन्दर निरन्तर नीत परीक्षण करने पर नकारात्मक पाई गई है।

- (ख) भारत में प्राप्त किए जाने पर आयातित पशुओं को कृषि मंत्रालय द्वारा स्वीकृत परिशर में 30 दिन तक आग रखा जाएगा। समयोपर को बनाए रखने के दौरान पशुओं का एक मासिक पाष् प्रयागशाला में सन्नातिक प्रयोग पर निरन्तर निगरानी की जाएगी और सीरम संबंधी संबंधित जांच का समुचित और सहायक आग शाला में डिपेंडेंस (कांटेक्टिंग इक्विनाइटीस मैट्रिक्स) शरीर के लिए नकारात्मक घोषित किए जाने के बाद ही इन पशुओं को अन्य पशुओं के साथ मिलाया जाएगा।

[क्र० 50-22/77-एलडीटा (एलएच-एचयू/खण्ड-II)]

दीपक जैन, अवर सचिव

MINISTRY OF AGRICULTURE

(Department of Agriculture & Cooperation)

New Delhi, the 9th June, 1983

S.O. 2703.—In exercise of the powers conferred by sub-section (1) of Section 3 of the Livestock Importation Act, 1898 (Act 9 of 1898), the Central Government hereby prohibits for a period of six months with effect from 27-5-83, import from U.K., Ireland, U.S.A., France, Australia, Federal Republic of Germany, Belgium, Japan, Austria, Denmark and Italy of the equine species of animals except colts and fillies upto 4 years of age which have never been mated and have not been in contact with breeding stock provided that:—

- (a) In addition to the health requirements specified under the Act the young equines are accompanied by a Veterinary Health Certificate from an authorised Veterinarian that the animals have not been in contact with the breeding stock during the last one year and that the swabs collected from prepuce Urethra/Vagina and Cervix of these animals were found negative for pathogenic microorganisms specifically Haemophilus equigenitalis, by standard culture and serological methods, on three consecutive testing within 30 days of embarkation for export.
- (b) On the receipt in India such imported animals are kept in quarantine for a minimum period of 30 days at the premises approved by the Ministry of Agriculture. During the quarantine period the animals shall be subjected to bacteriological and serological examination by a recognised laboratory on three consecutive occasions conducted at weekly interval and will be mixed with other stock only when declared negative for contagious equine metritis infection.

[No. 50-22/77-1 DT (I HAQ) Part-III]

DIPAK JAIN, Under Secy.

ग्रामीण विकास मंत्रालय

नई दिल्ली, 7 जून, 1983

क्र० आ० 2704—वनस्पति खेती (पेरी गरी या विलायक विस्तारित) श्रेणीकरण और विज्ञापन नियम, 1979 का संशोधन करने के लिए कुछ नियमों का एक प्रारूप, कृषि उपज (श्रेणीकरण और विज्ञापन) अधिनियम, 1937 (1937 का 1) की धारा 3 की अधिनियम सरकार के ग्रामीण पुनर्निर्माण मंत्रालय का अधिनियम संख्या क्र० आ० 2697 तारीख 30 जून, 1982 के साथ भारत के राजपत्र, भाग II, खंड 3, उपखंड (ii) तारीख 24 जुलाई, 1982 के पृष्ठ 2691 पर प्रकाशित किया गया था, जिसमें उक्त अधिनियम के राजपत्र में प्रकाशन की तारीख से पैंतालिस दिन की अवधि की समाप्ति के पूर्व उन सभी व्यक्तियों से आशय और सूत्राव मागे गये थे, जिनके उममें प्रकाशित होने की संभावना थी ;

और उक्त राजपत्र की प्रतियां 23 अगस्त, 1982 को जनता को उपलब्ध करा दी गयी थी ;

और केन्द्रीय सरकार को जनता से उक्त प्रारूप को बायन कोई आशेष या सुझाव प्राप्त नहीं हुए है ;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए निम्नलिखित नियम बनाती है, अर्थात् :—

नियम

1. (1) इन नियमों का मक्षिण नाम वनस्पति खली (पैरी गरी या विनायक निस्नाग्नि) श्रेणीकरण और चिह्नित (मशोवन) नियम, 1983 है ।

(2) ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे ।

2 वनस्पति खली (पैरी गरी या विनायक निस्नाग्नि) श्रेणीकरण और चिह्नित नियम, 1979 के नियम 8 के खंड (ii) में “परिमर माफ एवं स्वास्थ्यकर हाने चाहिए और उक्त कालिक रूप में धूमित किया जाना चाहिए” शब्दों के स्थान पर निम्नलिखित शब्द रखे जाएंगे, अर्थात् :—

“परिमर माफ और स्वास्थ्यकर हाने चाहिए और उनका तीन सप्ताह में अनधिक के अन्तर्गत पर निगमोपचार किया जाता चाहिए । जब कभी स्टाफ को कीटाणुग्रस्त देखा जाए, उसको भी धूमित किया जाता चाहिए ।”

[का० सं० 13/76 ए० एम०]

का० सी० टेकरीवाल निदेशक (धियान)

टिप्पण : मूल नियम सं० का० सं० 3424, द्वारा भारत के रा-पत्र भाग II खंड 3, उपखंड (ii) तारीख 6 अक्टूबर, 1979 में प्रकाशित किए गये थे ।

MINISTRY OF RURAL DEVELOPMENT

New Delhi, the 7th June, 1983

S.O. 2704.—Whereas a draft of certain rules to amend the Vegetable Oil Cakes (Expressed or Solvent Extracted) Grading and Marking Rules, 1979, was published, as required by section 3 of the Agricultural Produce (Grading and Marking) Act 1937 (I of 1937), in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 24th July, 1982, at page 2691, with the notification of the Government of India in the Ministry of Rural Reconstruction, No S.O. 2647, dated the 30th June, 1982, inviting objections and suggestions from all persons likely to be affected thereby before the expiry of a period of forty five days from the date of publication of the said notification in the Official Gazette ;

And whereas the copies of the said Gazette were made available to the public on the 23rd August, 1982;

And whereas no objections or suggestions have been received from the public on the said draft by the Central Government ;

Now, therefore, in exercise of the powers conferred by section 3 of the said Act, the Central Government hereby makes the following rules, namely :

RULES

1. (1) These rules may be called the Vegetable Oil Cakes (Expressed or Solvent Extracted) Grading and Marking (Amendment) Rules, 1983.

(2) They shall come into force from the date of their publication in the Official Gazette.

2. In the Vegetable Oil Cakes (Expressed or Solvent Extracted) Grading and Marking Rules, 1979, in rule 8, in clause (ii), for the words “The premises should be clean and hygienic and should be periodically fumigated”, the following words shall be substituted, namely:—

“The premises should be clean and hygienic and should be subjected to prophylactic treatment at an interval of not more than three weeks. The stock should also be fumigated as and when any insect infestation is noticed.”

[No. F. 13-8/76. AM]

B. D. TEKRIWAL, Director (M)

Note.—Principal rules were published in the Gazette of India, Part II, section 3, Sub-section (ii), dated the 6th October, 1979. No. S.O. 3424 dated the 22-10-1979.

संचार मंत्रालय

(इ/क तार बोर्ड)

नई दिल्ली, 7 जून, 1983

का० आ० 2705.—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किये गये भारतीय तार नियम, 1951 के नियम 434 के खण्ड iii के पैरा (क) के अनुसार डाक-तार महानिदेशक ने तमन्दा/बालांगति/निमपादा/नवाहत/बालंगा/तंगि/गोरापुर टेलीफोन केंद्र में दिनांक 1-7-83 में प्रमाणित दर प्रणाली लागू करने का निर्णय किया है ।

[सं० 5-12/83 पी० एच० बी०]

MINISTRY OF COMMUNICATIONS

(P&T Board)

New Delhi, the 7th June, 1983

S.O. 2705.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specify 1-7-1983 as the date on which the Measured Rate System will be introduced in Tamando/Balakati/Nimapada/Navahat/Balanga/Tangi/Gopalpur Telephone Exchanges, Orissa Circle.

[No. 5-12/83 PHB]

नई दिल्ली, 15 जून, 1983

का. आ. 2706 :—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम, 434 के खण्ड (3) के पैरा (क) के अनुसार डाक-तार महानिदेशक ने ईरीटी/कीलियन्थारा टेलीफोन केंद्र में दिनांक 1-7-1983 से प्रमाणित दर प्रणाली लागू करने का निर्णय किया है ।

[सं. 5-9/83-पी. एच. बी.]

शार. सी. कटारिया, सहायक महानिदेशक, (पी. एच. बी.)

New Delhi, the 15th June, 1983

S.O. 2706.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specify 1-7-1983 as the date on which the Measured Rate System will be introduced in Irity/Kilianthara Telephone Exchanges Kerala Circle.

[No. 5-9/83-PHB]

R. C. KATARIA, Assistant Director General (PHB)

MINISTRY OF LABOUR AND REHABILITATION

(Department of Labour)

New Delhi, the 30th May, 1983

S.O. 2707.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. II Bombay, in the industrial dispute between the employers in relation to the Bank of Maharashtra, Nagpur, and their workmen, which was received by the Central Government on the 17th May, 1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. II, BOMBAY

Reference No. CGIT-2/44 of 1982

PRESENT:

Shri M. A. Deshpande, Presiding Officer.
Their Workmen.

PARTIES:

Employer in relation to the management of Bank of
Maharashtra, Nagpur;

APPEARANCES:

For the Employers—Shri R. M. Nijampurkar, Officer,
Staff Division.For the Workmen—Shri S. T. Sasasrabudhe, Dy. General
Secretary of the Union.INDUSTRY: Banking. STATE: Maharashtra.
Bombay, the 27th April, 1983

AWARD

(Dictated in the Open Court)

By their Order No. L-12012/374/81-D.II(A) dated 21-10-1982 the following dispute has been referred for adjudication under Section 10(1) (d) of the Industrial Disputes Act, 1947:—

“Whether the action of the management of Bank of Maharashtra, Divisional Office, Nagpur in abolishing the post of Hawaldar and withdrawing the payment of higher allowance of Hawaldar to Shri G. R. Karmarkar, Sub-staff is justified? If not, to what relief is the workman concerned entitled and from which date?”

2. From the very nature of the reference it is evident that the dispute has arisen because of the abolition of the post of Hawaldar and withdrawal of payment of higher allowance to one Shri G. R. Karmarkar a member of sub-staff who was admittedly senior-most employee amongst the sub-staff in the Divisional Office at Nagpur. From the written statement we find that Shri G. R. Karmarkar on whose behalf the dispute has been referred is working as a sub-staff in the said office from the year 1968. It is alleged under Circular No. AXI/ST/SPL/108/74 dated 5-8-1974 the Bank of Maharashtra formulated a policy for allotting post carrying special allowance at various branches. It is further alleged that the post of Hawaldar was in existence at the Divisional Office Nagpur since 1972, which post was allotted to one Shri K. J. Satokal the senior-most employee of the office who has been paid special allowance from 1973 onwards. It is further alleged that when Shri Satokal proceeded on leave preparatory to retirement, in pursuance of the policy formulated by the Bank the post was allotted to Shri Karmarkar and Shri Karmarkar continued to hold the erstwhile post of the Hawaldar by virtue of which the new incumbent started getting special allowance of Rs. 46 as Hawaldar allowance. It is alleged that Shri Karmarkar had entered into correspondence requesting the management to allow him to continue to hold the post of Hawaldar but instead of granting his request, by letter dated 30-9-1980 Shri Karmarkar was told that the post of Hawaldar was withdrawn. It is alleged that it was done without holding enquiry as required under para. 517 of the Sastri Award and that since no notice as required under section 9A of the Industrial Disputes Act was given, no change in condition of service can be effected depriving Shri Karmarkar the special Allowance and hence the present dispute.

3. The Bank has refuted all these contentions by their written statement Ex. 13/M where reference is to be had to the amalgamation of the Bank of Nagpur with the Bank of Maharashtra in the year 1961. It is alleged that the Bank has a uniform policy to keep the Hawaldar's post only when there are not less than 10 sub-staff, and in the case of Shri Satokal an exception was made and the post was created, which post stood abolished on retirement of erstwhile Hawaldar. It is alleged that since there was no change of conditions of service at any time there was no question of giving notice and therefore no question of violating Section 9A of the Industrial Disputes Act.

4. On the above pleadings the following issues arise for determination and my findings thereon are:—

ISSUES

FINDINGS

- (1) Whether the Bank has got a right Yes
to abolish the post of an Hawaldar?

- (2) Even if it has such right, whether Could
the allowance paid to Shri Karmarkar have been
could not have been withdrawn by with-
them? drawn.
- (3) Whether the workman is entitled to No
any relief in this connection?
- (4) Whether the action of the Bank is Yes
justified? If not, to what relief the Does not
workman is entitled? arise.
- (5) What award? As per order

REASONS

5. Since the Union is insisting upon the continuation of the post of Hawaldar in the Divisional Office at Nagpur before the continuance is granted and the plea of the Union to continue Shri Karmarkar as Hawaldar who is admittedly the senior-most of the sub-staff of the Divisional Office is accepted, the real question in controversy is whether the Union or Shri Karmarkar has such a right in other words, there exists the post of Hawaldar in the relevant office which by virtue of seniority Shri Karmarkar can legitimately aspire to get.

6. The record speaks that Shri Satokal was serving as Head Peon in the employment of Bank of Nagpur which Bank was subsequently merged with the Bank of Maharashtra under a scheme for the reconstruction of the Bank of Nagpur and its amalgamation as seen from Ex. 18/M dated 14-3-1961. Now one of the condition of this amalgamation as seen from page 10 of the notification dated 20-2-1961 was that all the employees of the transferor bank other than the Dy. General Manager were/was to continue in service and to be deemed to have been appointed by the transferee Bank at the same remuneration and on the same terms and conditions of service as were applicable to such employees immediately before 27-11-1960. A reference is also made to the post held by Shri K. J. Satokal Ex. 19/M as the post of Head Peon. It is not clear whether he was drawing special allowance or not. In Ex. 19M Rs. 30 are shown as total pay with the other allowance.

7. In the case of Shri Satokal as he was senior and as he was serving as Head peon in the transferor Bank by applications copies of which are at Ex. 20/M, 21/M, 22/M and 23/M various representations were made by the erstwhile Head peon for promotion on the ground of seniority and the set-back suffered by him on his transfer from one Bank to other though at Nagpur. Now though the Bank of Maharashtra had undertaken under clause 10 of the notification to protect the rights of the employees of the Bank of Nagpur but when in the year 1967 representation was made on behalf of Shri Satokal, the request was turned down on the ground that that post of Head peon can be created at an office where number of peon is more than 10 only, but on 4-10-1972 the Bank relented in pursuance of the discussions with the Union which I am told is the majority Union, different one than the Union which is espousing the cause of Shri Karmarkar, Hawaldar post was created in Divisional Manager's office and Shri K. J. Satokal was appointed as Hawaldar-cum-Daftari and this he was eligible for higher allowance of Hawaldar which step was taken as seen from Ex. 17/M after taking into consideration the length of service and in view of the facts that he was due to retire within three years. The letter Ex. 17/M further makes it clear that the post was created only for Shri K. J. Satokal to which the Union was agreeable and that if Shri Satokal was transferred or retired the post would not be claimed by any person. Admittedly there was no settlement or award as such and therefore an attempt was made on behalf of the Union of the Maharashtra Bank Employees that whatever may be understanding arrived at between the Union is question and the Bank, in the first place because that understanding was not entered into by the Union espousing the cause of the workman and secondly as it was never notified by the Bank at any time the same is not binding on the employees Union and their members and therefore though the other Union had agreed that on transfer or retirement of Shri Satokal the post was to be abolished, that agreement cannot be binding on Shri Karmarkar, who can by virtue of the seniority can claim the post in his own right.

8. I have already pointed out that there was no settlement as defined under Section 2(P) nor was any award. At the same

time when we see whether there is change in the condition of service so as to attract Section 9A, if a particular post was created by entering to an understanding or arrangement with a particular Union and if any other person or Union wants to claim such post, the whole understanding not a part favouring a particular person will have to be considered and accepted. Union of Maharashtra Bank Employees will never be allowed to say that the understanding though was for the creation of the post and for its retention till the retirement of Shri Satokal, the latter part can be ignored and the benefits claimed under the earlier part can only be accepted. This will be nothing but blowing hot and cold. If the creation of the post under the agreement referred to in Ex. 17/M is to be accepted the terms will have to be accepted in their entirety and not piece-meal. The Union of Bank of Maharashtra Employees cannot be allowed to accept favourable part and discard which is not favourable to them.

9. The Bank has contended that when there are 10 or more members of sub-staff in an office then only the post of Hawaldar is created and since in the Divisional Office the number is less there is no justification for the continuance of the post of Hawaldar which post was created specially for Shri Satokal looking to his seniority and other conditions referred to. When this is the policy to ascertain that there is departure from this policy or not, the requisite conditions is whether the retention of the post of Hawaldar is justified in other words whether there is anything to show that the number of sub-staff working in the Division Office is 10 or exceeds 10. There is at least no record to hold so. Consequently if there is a letter dated 30-9-1980 Ex. 5/W by which the Union was told that the post was abolished, since the said post was created only for Shri Satokal and not to continue after his retirement, there is no violation of Section 9A nor there is change in the conditions of service. In *Indian Oxygen Limited Vs. Udayanth Singh and others*, 1970(II) LLJ, page 413 the Lordships of the Supreme Court turned down a similar request on the part of the Union when it was noticed that a particular term never formed part of condition of service and when no obligation was cast on the employer nor any right being vested in the workmen. The case related to the sale of empty drums at concessional prices and when the management refused a complaint under Section 33A of the Industrial Disputes Act for non-sale was filed, but finding was that no such service condition existed, as a result of which the complaint came to be dismissed.

10. While considering the effect of Section 9A(a) particularly while considering the workmen likely to be affected by the change, in *Hindustan Lever Ltd. Vs. Ram Mohan Ray and another* 1973(1), LLJ, page 427 it was held that the word "affected" means adversely affected. Naturally Shri Karmarkar or anybody on his behalf on a complaint of breach of section 9A of the Industrial Disputes Act the consideration of foremost importance would be that Shri Karmarkar was adversely affected by the abolition of the post and if the post was to remain only when Shri Satokal was in the service and not after the retirement Shri Karmarkar could have never claimed the post, though he happened to be the senior most in the office of the Divisional Manager and if he could not claim the post he could not be said to be adversely affected by the decision of abolition of the post as to attract the provisions of Section 9A of the Industrial Disputes Act, 1947. The record itself speaks that Satokal proceeded on leave preparatory to retirement in the month of January, 1980 and retired from the service of Bank with effect from 1-7-1980 during which period Shri Karmarkar was officiating as Hawaldar and got the special allowance of Rs. 46 per month and that till 30-9-1980 he continued to get it. However when the post existed till the time of retirement of Shri Satokal by holding the post till 30-6-1980 Shri G. R. Karmarkar was not conferred with any right and even if he was allowed to hold the post till 30-9-1980 when there was no condition of service to that effect, when even according to the Bank Shri Karmarkar could not have continued, to holding the post for a few months, might be due to some clarification sought or some other reason cannot confer legal right on Karmarkar and if there existed no legal right there cannot be any obligation on the part of the Bank to allow him to hold the post and to enjoy the special allowance.

11. Having regard to all these circumstances since the post was to exist for a specific period and not thereafter Shri Karmarkar cannot say that he was deprived of the special allowance due to the abolition of the post and he was adversely affected nor there is any change in condition of

service. There is no contravention of Section 9A of the Act as complained by the Union and therefore no right rests either with the Union or with Shri Karmarkar to challenge the abolition. The action of the Bank in abolishing the post of Hawaldar and withdrawing the special allowance is fully justified and therefore there is no question of any relief.

The reference therefore fails.

No order as to costs.

M. A. DESHPANDE, Presiding Officer.

[No. L-12012(374)/81-D.II.A]

S.O. 2708.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. II, Bombay in the Industrial dispute between the employers in relation to the Bank of Baroda, Bombay and their workmen, which was received by the Central Government on the 17-5-83.

N. K. VERMA, Desk Officer.

[No. L-12012/83/81-D.II.A]

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY
Reference No. CGIT-2/10 of 1982

PARTIES:

Employer in relation to the Management of Bank of Baroda, Bombay.

AND

Their Workmen

APPEARANCES:

For the Employer—Shri C. V. Pavaskar, Shri R. S. Pitale, Labour Advisers.

For the workmen—No appearance

INDUSTRY : Banking **STATE : Maharashtra**
Bombay, the 29th April, 1983

AWARD

(Dictated in the open Court)

By their order No. L-12012/83/81-D.II(A) dated the Central Government have referred the following dispute for adjudication under Section 10(1) (d) of the Industrial Disputes Act 1947 :—

“Whether the action of the management of Bank of Baroda in relation to their Colaba Branch in terminating the services of Shri Sheena Purshu, Watchman, is justified? If not to what relief is the workman concerned entitled?”

2. From the order of reference itself it is evident that the dispute has arisen because of termination of services of watchman who it is alleged had indulged in disposing of for consideration papers belonging to the Bank. The case of the Union who is espousing the cause of the workman is that the termination of services of the watchman is illegal since it was effected without holding any departmental enquiry or hearing the say of the employee about the punishment. It is further alleged that the action of the management amounts to denial of natural justice and therefore contravenes the provisions of the Constitution of India. The Union claims that it is a recognised Union and they have every right to espouse the cause of the workman.

3. By the written statement Ex. 2/M the Bank has challenged that the Bank of Baroda Employees' Association has no locus standi to espouse the cause of the workman. It is further alleged that the watchman because he had sold some important papers belonging to the Agency Control Cell without any direction or authority from his superiors and when show cause notice was issued to the workman on detection of the sale, he by his letter dated 3-11-1977 admitted the whole guilt and pleaded for lenient view. The Bank has referred to another incident wherein the workman lost the keys of the bank premises. Ultimately when the matter was

placed before the Committee of Executives, by resolution dated 26-7-1978 the services of the workman were decided to be terminated by way of discharge simpliciter on the ground of loss of confidence as per paragraph 522.1 of the Sastri Award and by way of abundant precaution retrenchment compensation and notice pay were also paid, which it is alleged was accepted without any protest and therefore the Bank says that now the workman or the Union on his behalf cannot raise any dispute.

4. On the strength of the pleadings the following issues arise for determination and my findings thereon are:—

ISSUES	FINDINGS
1. Whether the dispute could not have been raised by the Bank of Baroda Employees' Association because they do not represent substantial number of workmen?	Could be raised
2. If not, whether there exists any industrial dispute?	Does exist.
3. If not, whether the Reference is valid and legal?	Does not arise
4. Whether the Bank proves that the Watchman was validly discharged?	Yes
5. If he was discharged for misconduct, does the Bank prove the same misconduct?	Does not arise
6. Is the workman entitled to any relief? Either of reinstatement or compensation or any other?	No

REASONS

5. The facts in the case are not much in dispute although the cause of the workman was espoused by the Bank of Baroda Employees' Association and the claim statement was filed by Shri M. R. Bhatt on behalf of the workman, he has not admitted certain documents filed by the Bank including letter dated 5-11-1977 issued by Shri Bhatt even is not admitted. However the Bank has rendered proof and all these documents have been admitted in evidence. From the record it seems that sometime before 5-11-1977 the workman Shri Sheena Pursha was indulging in sale of papers belonging to the Bank which fact when came to the light, the same was reported by Shri Bhatt Agent, Colaba Branch by letter dated 5-11-1977 Ex. 8/M. Before that on 3-11-1977 the workman had by his writing of even date Ex. 9/M had admitted the guilt and owned the responsibility. It is true that Shri Bhatt had recommended leniency in the matter and even Shri A. Ramanathan had concurred with the recommendations but merely because lower officers were of the view that because the cost of the papers was recovered and the money realised was repaid to the shop-keeper and the bundles were brought back to the Bank, no further action was necessary, it does not mean that the recommendations were binding on the Executive Committee, who on consideration of entire matter decided to discharge the workman by way of discharge simpliciter and passed a resolution to that effect and issued the order accordingly.

6. Now it was not by way of punishment as such but the management thought that ends of justice would be met if the workman was discharged by way of discharge simpliciter, it is not therefore disciplinary action as such though when there was an admission really speaking no enquiry was called for and immediately Bank could have proceeded to take disciplinary action.

7. Now it was not a disciplinary action but termination simpliciter the definition of retrenchment under Section 2(o) of the Industrial Disputes Act would come into play and the termination would tantamount to retrenchment, particularly when no punishment was decided to be inflicted upon by way of disciplinary action. However as seen from the letter of termination Ex. 14/M, retrenchment compensation as well as notice pay have been duly paid as required under Section 25F of the Industrial Disputes Act and the only question to be considered is whether this termination is said to be proper and valid. One fact is clear that all the requirements of Section 25F of the Act have been fulfilled. It is true that it is nobody's case that the Watchman was the junior-most but then he was involved in the sale of Bank's papers that too while he was serving as a Watchman and

when he was the custodian of the things of the Branch. If, having regard to these circumstances the Bank has decided to terminate the services of the watchman on the ground of loss of confidence, no fault can be found with the said action of the Bank and although he was not junior-most, it was not incumbent on the Bank to wait any further. Under Section 25G of the Industrial Disputes Act the employer can ordinarily terminate the workman who was the last person to be employed in that category. From the use of the word 'ordinarily' it indicates that the condition is not rigid and some discretion is left with the management and when the watchman himself had stolen the property of the Bank, it can never be said that he deserved to be continued in the service of the Bank. I am convinced that the Bank has rightly terminated the services of the Watchman and therefore he is not entitled to any relief at the hands of the Tribunal. The termination is fully justified and the reference therefore must fail.

The right of the Union to espouse the cause of the workman has been challenged on the ground that the Union does not represent a substantial number of workmen employed in the Bank. However the Union is a registered trade union having some following in the Bank and especially considering the matter of reference being discharge from service which is challenged by the workman also in my view there cannot be any difficulty on the ground urged.

Award accordingly.

No order as to costs.

M. A. DESHPANDE, Presiding Officer,
No. II. Bombay.

[No. L-12012/83/81-D II(A)]
N. K. VERMA, Desk Officer.

नई दिल्ली, 9 जून, 1983

का० आ० 2709 —केन्द्रीय सरकार ने यह समाधान हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (ड) के उपखंड (vi) के अनुसूचन में भारत सरकार के श्रम मंत्रालय की अधिसूचना सं० का०आ० 50 तारीख 14 मितम्बर, 1982 द्वारा दिल्ली मिल्क स्कीम को उक्त अधिनियम के प्रयोजनों के लिए 23 दिसम्बर, 1982 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था,

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि का छः मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है;

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (ड) के उपखंड (vi) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग का उक्त अधिनियम के प्रयोजनों के लिए 23 जून, 1983 से छः मास की और कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[सं० एस-11017/14/81-डी०I(ए)]

एस० एच० एस० अय्यर, अवर सचिव

New Delhi, the 9th June, 1983

S.O. 2702.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provision of sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the notification of the Government of India in the Ministry of Labour No. S.O. 50 dated the 14th December, 1982 the Delhi Milk Scheme to be a public utility service for the purposes of the said Act, for a period of six months, from the 23rd December, 1982;

And, whereas, the Central Government is of the opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purposes of the said Act, for a further period of six months from the 23rd June, 1983.

[No. S-11017/14/81-D.I(A)]

S. H. S. IYER, Under Secy.

New Delhi, the 9th June, 1983

S.O. 2710.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad, in the Industrial dispute between the employers in relation to the management of Madhuband Colliery of Messrs Bharat Coking Coal Limited, and their workmen, which was received by the Central Government on the 6th June, 1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) DHANBAD

Reference No. 67 of 1981

In the matter of an industrial dispute under S. 10(1) (d) of the I.D. Act, 1947

PARTIES:

Employers in relation to the management of Madhuband Colliery of Messrs Bharat Coking Coal Limited, Nudkharkee, District Dhanbad and their workmen.

APPEARANCES:

On behalf of the employers—Shri B. Joshi, Advocate.
On behalf of the workmen—Shri D. Mukherjee, Advocate.

STATE : Bihar.

INDUSTRY : Coal.

Dhanbad, the 30th May, 1983

AWARD

This is an industrial dispute under S. 10 of the I.D. Act, 1947. The Central Government by its order No. L-20012/182/81-D.III(A) dated 25th September, 1981 has referred this dispute to this Tribunal for adjudication on the following terms:

SCHEDULE

"Whether the action of the management of Madhuband colliery of Messrs Bharat Coking Coal Limited, Post Office Nudkharkee, District Dhanbad in not giving promotion to Shri Ramjash Singh from Tyndal to Tyndal Jamadar with effect from the 1st April, 1978, keeping in view his seniority as Tyndal, is justified? If not, to what relief is the workman concerned entitled?"

2. As will appear from the schedule of the reference quoted above, the concerned workman Shri Ramjash Singh, Tyndal is claiming promotion w.e.f. 1st April, 1978 keeping in view his seniority. Shri Ramjash Singh was appointed as Tyndal on 1-6-46 in Mudhuband colliery. After nationalisation he has been working in Madhuband colliery as Tyndal. One Ram Prasad Tyndal Junior to the concerned workman was promoted as tyndal jamadar superseding the concerned workman. The concerned workman protested against the supersession with the management but no relief was given to him. He is a member of Bihar Colliery Kamagrh Union, and this union raised an industrial dispute before the Assistant Labour Commissioner (C) Dhanbad on the ground that the action of the management in not giving promotion to Shri Ramjash Singh as Tyndal Jamadar w.e.f. 1-4-78 was illegal, arbitrary and against the principle of natural justice, and this action smacks of anti-labour policy of the management. This action was further said to be motivated and discriminatory due to the reason that the Bihar Colliery Kamagrh Union is not in favour of the management.

3. The simple case of the management is that in the matter of promotion from tyndal to tyndal jamadar it is necessary to see the supervisory ability of the tyndal. In the estimate of the management Shri Ram Prasad Mistry, junior to the concerned workman was found suitable for promotion to the post of tyndal jamadar and accordingly he was promoted. It was denied that the promotion of the concerned workman was withheld for his union activities. It was admitted by the management that the concerned workman Shri Ramjash Singh was appointed as tyndal on 1-6-46 and Shri Ram Prasad Mistry was appointed on 1-1-1961.

4. No witness was examined on behalf of the workman. The management examined Shri P. K. Mukherjee, (MW-1) who worked as Engineer in Mudhuband colliery from 1974 to 1976. He worked at Damoda colliery for 6 to 7 months and then he was reported to Mudhuband colliery in December, 1976 as Executive Engineer. As Engineer and Executive Engineer he had occasion to see the working of tyndals and other workmen connected with the engineering department

as he supervised their work from time to time. He has said that brain and skill is necessary for tyndal jamadar, while the job of tyndal is unskilled. According to him tyndal jamadar must have supervisory ability. He has admitted that tyndal jamadar is promoted from the post of tyndal. His evidence is that while promoting tyndal to the post of tyndal jamadar assessment of ability and efficiency has to be made, as it is not merely done on the basis of seniority. The Manager or the Agent of the colliery take opinion of the engineer in the matter of promotion of tyndal before passing order of promotion. The witness has said that in 1978 Shri Ram Prasad Mistry was selected out of 15 tyndals as he was most competent among the tyndals and suitable for promotion. According to him Shri Ramjash Singh, the concerned workman was also considered while making recommendation of promotion of Shri Ram Prasad Mistry. The witness has said that the duty of a tyndal is to carry, shift and transport all sorts of mining mechaneries. In the process of shifting if there is inefficiency it would cause damage to the materials as well as injury to the fellow tyndals. In the process of shifting shovels and crovers are required because if such materials are not moved properly, risk is involved. In 1978 one post of tyndal jamadar was created on account of increase of work and the strength of tyndals. On the strength of 10 tyndals one tyndal jamadar is required. For the purpose of work tyndals are divided into gangs and each gang has to work under one tyndal jamadar.

5. MW. 1 in cross-examination has admitted one document produced by the workman and it has been marked Ext. W. 1. This document, Ext. W. 1 is a letter dated 24-10-80 signed by the Manager and addressed to the Assistant Labour Commissioner (C), Dhanbad. It is on the subject of alleged illegal and denial of promotion to Shri Ramjash Singh as tyndal jamadar. This letter shows that there was vacancy of tyndal jamadar as per cadre scheme over which Ram Prasad Mistry was promoted as per recommendation of the Departmental Promotion Committee on 1-4-78. It further says that Departmental Promotion Committee did not consider Shri Ramjash Singh fit for promotion and so he was not promoted. It was contended on behalf of the workman that the promotion of a tyndal to the post of tyndal jamadar is not done through Departmental Promotion Committee as such promotion is not covered by any cadre scheme. The management has not been able to produce recommendation of the Departmental Promotion Committee nor it has been shown that such a promotion is under any cadre scheme. Now, let us see what MW. 1 has to say in this connection. In cross-examination MW-1 has said that the concerned workman was appointed as tyndal on 1-6-46. He has further admitted that there is no cadre scheme for promotion of tyndals to tyndal jamadar. He has deposed that there is no Departmental Promotion Committee constituted to assess the merits of the tyndals for promotion to the post of tyndal jamadar. The witness has admitted that the promotion of Shri Ram Prasad Mistry to the post of tyndal jamadar was made on the basis of assessment and merits done by him. He has further admitted that his recommendation was oral and not in writing. The witness has said that the duties of tyndals according to the wage board recommendation is to carry materials from one place to another. He has further said that there is no paper to show that the job performed by the concerned workman was unsatisfactory.

6. It is clear from the evidence of MW-1 in cross-examination that the stand taken by the management during conciliation stage in the matter of promotion of the concerned workman to the post of tyndal jamadar has not been supported by the management's witness. On the other hand, he supports the case of the workman that he was senior to Shri Ram Prasad Mistry as tyndal by several years. In fact he was the senior-most among the tyndals. There is nothing to show that the job performed by the concerned workman as tyndal was in any way inferior to that of Shri Ram Prasad Mistry who superseded him in promotion to the post of tyndal jamadar. It goes without saying that the concerned workman had more experience than Shri Ram Prasad Mistry, and in absence of anything against the conduct of the concerned workman he should have been naturally considered on the basis of his seniority for promotion to the post of tyndal jamadar. But instead of promoting him the management promoted Shri Ram Prasad Mistry several years junior to him without assigning any reason whatsoever as to why the case of the concerned workman in the matter of promotion should not have been, considered in his favour. Even

the recommendation of MW-1 to the manager for promoting Shri Ram Prasad Mistry in preference to the concerned workman is oral. So we are not in a position to judge as to why the concerned workman was found unsuitable for promotion. It is no doubt true that the management has exclusive right to promote their workmen and ordinarily it is not a subject matter of industrial dispute or adjudication. But such promotion should not be arbitrary and certain norms have to be observed. In this case the concerned workman worked for a pretty long time as tyndal and he was entitled to know as to why he was not promoted on the basis of his seniority and experience. The job of tyndal is supervisory in nature. It is reasonable to expect that a workman having longer experience is more suited to the supervisory job than others in the same category junior to him. It has been denied by MW-1 that the promotion of the concerned workman was withheld on account of prejudice of the management against the union to which the concerned workman belongs. On behalf of the workmen no evidence on this point has been adduced. We cannot therefore hold that the concerned workman was not promoted as tyndal jamadar for any union activity. But this much is true that the decision of the management to supersede him by a junior is purely arbitrary and it is consistent with natural justice. This is enough reason why this Tribunal should intervene to procure justice for the concerned workman. It is clear that the concerned workman should have been promoted to the post of tyndal jamadar on 1-4-78, the date on which Shri Ram Prasad Mistry junior to him was promoted.

7. In the result the reference is answered as below:

The action of the management of Madhuband colliery of Messrs Bharat Coking Coal Limited, Post office Nudkharkee, District Dhanbad in not giving promotion to Shri Ramjash Singh from Tyndal to Tyndal Jamadar w.e.f. 1st April, 1978 keeping in view his seniority as tyndal is not justified. The concerned workman should be deemed to have been promoted to the post of tyndal jamadar w.e.f. 1-4-78 with all back wages and other emoluments admissible to this post.

This is my award.

I. P. SINGH, Presiding Officer.

[No. L-20012(182)81-D.III(A)]

A. V. SAXENA, Desk Officer.

New Delhi, the 7th June, 1983

S.O. 2711.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the National Industrial Tribunal at Bombay, in the industrial dispute between the employers in relation to the management of Hindustan Insecticides Ltd. and their workmen, which was received by the Central Government on the 4th June, 1983.

BEFORE THE NATIONAL INDUSTRIAL TRIBUNAL AT BOMBAY

Reference No. NTB-1 of 1981

Parties:—Employers in relation to M/Hindustans.
Insecticides Limited.

and

Their Workman.

Appearances :

For the employer

Mr. S.V. Sule, Legal
Adviser

Mr. M.M. Madan, Dy. General
Manager (PD).

For Hindustan Insecticides No appearance.
Employees' Union, New
Delhi.

For Hindustan Insecticides No appearance.
Karamchhari Union, New
Delhi.

For Hindustan Insecticides No appearance.
Employees' Union, Kerala

For HIL Workers' Union No appearance.
(INTUC), Kerala

For Hindustan Insecticides No appearance.
Ltd., Rasayani Employees'
Union (INTUC), Bombay

For Hindustan Insecticides No appearance.
Limited Employees' Organi-
sation, Kerala.

Industry : Chemicals STATE : Bombay
Bombay, dated the 16th day of May, 1983.

AWARD

The Government of India, Ministry of Labour, by order No. L-51016/1/80-I&E(SS) dated 16th January, 1981, in exercise of the powers conferred by Section 7B of the Industrial Disputes Act, 1947 (14 of 1947), constituted a National Industrial Tribunal with headquarters at Bombay and appointed Shri C. T. Dighe as its Presiding Officer and in exercise of the powers conferred by sub-section (1A) of Section 10 of the said Act referred for adjudication an industrial dispute between the employers in relation to the Hindustan Insecticides Limited and their workmen represented by (i) Hindustan Insecticides Employees' Union, New Delhi, (ii) Hindustan Insecticides Karamchhari Union, New Delhi, (iii) Hindustan Insecticides Employees' Union, Kerala, (iv) HIL workers' Union (INTUC), Kerala, and (v) Hindustan Insecticides Ltd., Rasayani Employees' Union (INTUC), Bombay, in respect of the matters specified in the schedule mentioned below :—

SCHEDULE

"Whether the demands of the Employees of Hindustan Insecticides Ltd. for revision of pay scales, allowances and terminal benefits and other conditions of service such as leave, admissibility of loans and advances, reduction in working hours and time regulated promotions, supply of uniforms etc. as outlined in their Charters of Demands are justified and if so, what should be :—

- (i) Scales of pay applicable to all categories of employees who are workmen within the meaning of industrial Disputes Act, 1947 and avenues of promotion from one scale to the other.
- (ii) hours of work, weekly holidays and other holidays and leave.
- (iii) the allowances admissible to various categories of employees and at what rates.
- (iv) terminal benefits like gratuity, provident fund, family pension etc.
- (v) other fringe benefits like loans and advances, medical facilities, accident compensation, supply of uniforms and shoes, educational allowances for self and dependent children, reservation of jobs for blood relations of employees etc."

After Justice Shri C. T. Dighe retired, the Government of India, Ministry of Labour, vide order No. L-51016/1/80-I&E(SS) dated 11th February, 1983, in pursuance of the provision of Section 8 of the Industrial Disputes Act, 1947, appointed me as the Presiding Officer of the said National Tribunal for adjudication of the dispute contained in the said Schedule.

2. The employer in this reference is party no. 3. There are five unions, who are parties to this reference being parties

nos. 4, 5, 6, 7 and 8. The parties nos. 4 and 5 represent the employer's units at Delhi. The parties nos. 6 and 7 represent the employer's units at Kerala. The party no. 8 represents the employer's unit at Maharashtra.

3. One more union by name Hindustan Insecticides Limited Employees' Organisation, Udyog Mandal, Kerala, applied for being impleaded as a party to this reference. It alleged that it represents a sizeable number of workmen employed by the company and that it be impleaded as a party to this reference. The employer-company had no objection to this reference. The employer-company had no objection to this reference. The employer-company had no objection to this reference. The Organisation being impleaded as a party. This application was made on 29th April, 1981. No formal order was passed on this application by my predecessor. I accept the reasons given by this Organisation for impleading it as a party. The Organisation, therefore, is impleaded as a party.

4. The employer filed its written statement on 19-6-1981. Hindustan Insecticides Employees' Union, Udyog Mandal Unit, Kerala filed the statement of claim dated 12-8-1981. The party no. 8, Hindustan Insecticides Ltd., Rasayani Employees' Union, Bombay, filed the statement of claim on 28-4-1982. The party no. 5, Hindustan Insecticides Karamchari Union, New Delhi, filed a statement on 28-6-1982, adopting the statement of claim filed by Hindustan Insecticides Ltd., Rasayani Employees' Union, party no. 8.

5. It appears from the written statement of the company that the company had signed wage settlement, one dated 8-6-1977 with the party no. 4, Hindustan Insecticides Employees' Union, New Delhi, and another settlement dated 22-9-1977 with the party no. 6, Hindustan Insecticides Employees' Union, Kerala. These settlement expired on 31-3-1979. It appears that the party no. 8, Hindustan Insecticides Ltd., Rasayani Employees' Union came into existence in 1976. There was no settlement with this Union in 1977. Copies of these settlements are annexed as exhibit-1 to the written statement.

6. After the aforesaid wage settlements expired on 31-3-1979 the company received charter of demands from the various Unions which are annexed as exhibit-2 to the written statement. The meetings were held between the management and the Unions over the charter of demands at various places. As a result of these meetings a settlement was arrived at and signed at New Delhi on 15-2-1980. This settlement was signed by all the Unions excepting Hindustan Insecticides Ltd., Rasayani Employees' Union, party no. 8. That Union signed another settlement with the management on 22-2-1980 at New Delhi, under which it accepted the settlement concluded with the party no. 4 and party no. 6 on 15-2-1980 with certain modifications. The approval of the Government of India to the settlement of 15-2-1980 was received from the Government of India under its letter dated 23-4-1980. After the receipt of the Government's approval of the two Unions at New Delhi viz., the parties nos. 4 and 5 signed the said settlement in conciliation on 12-5-1980. The parties nos. 6, 7 and 8, according to the management, went back on their words and refused to sign the settlement in conciliation. They filed their charter of demands afresh in conciliation before the State authorities. In the case of Udyog Mandal Unit, consequent to the failure of the conciliation proceedings the matter was referred for adjudication to the Industrial Tribunal, Calicut, by the Government of Kerala, on 1-12-1980.

7. It appears that when the above position was reported to the Government, the Government of India, were of the opinion that since the dispute involved a question of national importance and that it was of such a nature that industrial establishments of the employer-company situated in more than one State were likely to be interested in, or affected by, such a dispute, the Government of India, therefore, constituted a National Tribunal to adjudicate upon the demands of the workmen of the company as per the schedule set out above, in para No. 1.

8. On 10-5-1983 an affidavit has been filed on behalf of the company signed by Mr. M. M. Madan, who is the Deputy General Manager of the Personnel Department of the company. It will appear from that affidavit that New Delhi Unions viz., the parties nos. 4 and 5 had already signed the settlement dated 15-2-1980 (exhibit 3 to the written state-

ment) on 12-5-1980 in conciliation proceedings. It is further averred in this affidavit that pending adjudication of the demands referred to this Tribunal the company continued further negotiations with the Unions representing the workmen of Udyog Mandal Unit (Kerala) and Rasayani Unit (Maharashtra) and have arrived at settlements with the Unions of both the establishments on 21-9-1982 and 15-12-1982 respectively. Those settlement are annexed to the affidavit as exhibit-UM-1 and exhibit-R-1 respectively. The settlement at exhibit UM-1 is signed by the party no. 6, Hindustan Insecticides Employees' Union, Udyog Mandal Unit, Kerala, the party no. 7, HIL Workers' Union and the newly added party, HIL Employees' Organisation. According to term no. 1 of the settlement the settlement signed at New Delhi on 15-2-1980 has to be implemented in respect of the workmen of Udyog Mandal Unit of HIL covered by the Industrial Disputes Act, 1947, with modifications to the extent stated in this agreement dated 21-9-1982. The settlement arrived at with the party no. 8, Hindustan Insecticides Ltd., Rasayani Employees' Union on 15-12-1982 is annexed to the affidavit as exhibit R-1. It is stated in this settlement, inter alia, that during the pendency of the reference before this Tribunal the parties have arrived at a settlement and they have signed the same giving effect to the settlement dated 15-2-1980 and dated 22-2-1980.

9. When the matter was before this Tribunal on different dates the representative of the company informed that the parties have arrived at the settlements and that they will be filing the same. Mr. Sule, Legal Advisor of the company informed on 22-4-1983 that the settlements were already arrived at and duly signed by the parties. On that date none was present for these Unions. This Tribunal, therefore, sent notices to the Unions informing them that the company has informed that the settlements are entered into and that the company will be filing the settlements on the next date i.e. 10-5-1983. It was further stated in the notices sent to the Unions that if they did not remain present through the representatives on that day further orders will be passed in terms of the settlements. None was present for any Union on 10-5-1983. It appears that they might have lost interest in the matter as settlements are already reached. Mr. Madan, the Deputy General Manager of the company, as stated above, filed his affidavit on 10-5-1983 and he has annexed the two settlements with this affidavit. He says that those settlements are signed by the representatives of the Unions concerned. The settlement dated 15-2-1980 is at exhibit-3 to the written statement of the company. The settlement dated 22-2-1980 signed by the party no. 8, Hindustan Insecticides Ltd., Rasayani Employees' Union, is at exhibit-4 to the written statement. It is prayed on behalf of the management that award in terms of the settlement dated 15-2-1980 be passed in respect of Delhi establishments; that award in terms of settlement dated 15-2-1980 read with settlement dated 21-9-1982 be passed in respect of Udyog Mandal Unit; that award in terms of settlement dated 15-2-1980 and settlement dated 22-2-1980 read with settlement dated 15-12-1982 be passed in respect of Rasayani (Maharashtra) Unit. I have gone through the settlements and I find that they are just, fair and reasonable.

10. I, therefore, direct that award in terms of settlement dated 15-2-1980 (exhibit-3 to the written statement) shall be passed in respect of Delhi establishments, award in terms of settlement dated 15-2-1980 (exhibit-3 to the written statement) read with settlement dated 21-9-1982 (exhibit UM-1 annex to the affidavit of Mr. Madan) shall be passed in respect of Udyog Mandal Unit, and that award in terms of settlement dated 15-2-1980 (exhibit-3 to the written statement) and settlement dated 22-2-1980 (exhibit-4 to the written statement) read with settlement dated 15-12-1982 (exhibit-R1, annexed to the affidavit of Mr. Madan) shall be passed in respect of Rasayani (Maharashtra) Unit. All these settlements are in respect of the terms of the reference made to this Tribunal which are very wide.

11. Award accordingly. No order as to costs. The copies of the settlements are annexed to this award.

M. D. KAMBH, Presiding Officer

Encl. — Exhibits 3, UM-1, 4 & R-1

EXHIBIT '3'

FORM 'H'

MEMORANDUM OF SETTLEMENT

[Under section 18(3) of the Industrial Disputes Act, 1947 and Rule 58 of the Industrial Disputes (Central) Rules, 1957].

NAME OF PARTIES

Representing Employer(s)

Hindustan Insecticides Ltd. 1. Shri S.C. Jain.
Industrial Area, General Manager.
Guru Govind Singh Marg. 2. Shri M.M. Madan,
New Delhi-110015. Personnel Manager,
3. Shri A.S. Tyagi.
Welfare Officer.

Representing Workmen

Hindustan Insecticides Em- 1. Shri Girjesh Chand,
ployees Union, B-27, H.I.L. Vice-President.
Township, New Delhi. 2. Shri K. K. Verma,
General Secretary.
3. Shri N.D. Rawal,
Secretary.
4. Shri R.N. Singh,
Propaganda Secretary
Hindustan Insecticides Karam- Shri K.B. Joshi.
chari Union, C-49, H.I.L. President.
Township, New Delhi. 2. Shri G.S. Bhandari,
Adviser.
3. Shri O.P. Hooda,
Genl. Secretary.
4. M.L. Rewari,
Secretary.

Whereas a Settlement dated 15-2-1980 was signed at New Delhi between the employers and the workmen as represented by the following Unions :

- (i) Hindustan Insecticides Employees Union, New Delhi.
- (ii) Hindustan Insecticides Karamchari Union, New Delhi.
- (iii) Hindustan Insecticides Employees Union, Udyogmandal unit.
- (iv) Hindustan Insecticides Limited Workers Union Udyogmandal.
- (v) Hindustan Insecticides Limited Rasayani Employees Union.

And Whereas under para-3 of that Settlement, the same was subject to the approval by the Govt. of India.

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And whereas after such approval of the Govt. of India was obtained, it was agreed under that Settlement that it shall be jointly signed by the parties concerned in Conciliation under the Industrial Disputes Act before implementation.

And whereas certain other conditions were also accepted under Clause-3 of that Settlement.

Now this Settlement is being signed before the Assistant Labour Commissioner, Delhi Administration by the parties mentioned above in as much as the approval of the Govt. of India has already been received under their letter dated 23-4-80. A copy of the settlement dated 15-2-80 signed at New Delhi is at Annexure-A.

The parties also accept as binding between them under this Settlement, the remaining two parts of the Wage-package namely Work Study conducted by National Productivity Council (N.P.C.) copy whereof is enclosed to this settlement as Annexure-B, and review of the Incentive Scheme conducted by Public Enterprises Centre for Continuing Education (PE-CCE) New Delhi, copy whereof is at Annexure-C. While accepting the report of the Work Study by N.P.C. and report of review of the incentive scheme by P.E.C.C.E., the unions sought certain clarifications which were provided and these clarifications are also attached as Annexure B & C respectively of this Settlement.

In witness thereof, the parties have signed this settlement in Conciliation proceedings on 12-5-80.

The unions mentioned at Sl. No. (iii), (iv) & (v) will sign this settlement before C.O. in separate States.

Sd/-	Sd/-	Sd/-
(G.C. Jain)	(Girjesh Chand)	(K.B. Joshi)
Sd/-	Sd/-	Sd/-
(M.M. Madan)	(K.K. Verma)	(G.S. Bhandari)
Sd/-	Sd/-	Sd/-
(A.S. Tyagi)	(N.D. Rawal)	(O.P. Hooda)
	Sd/-	Sd/-
	(R.N. Singh)	(M.L. Rewari)

Signed in my presence.
Sd/- 12-5-80
Conciliation Officer.

MEMORANDUM OF SETTLEMENT

NAME OF THE PARTIES

Representing Employer 1. Dr. R.S. Hansagar,
Chairman and Managing Director.
2. Shri G. C. Jain
General Manager,
Delhi Unit.

3. Shri M.M. Kaystha,
General Manager,
Rasayani Unit.
4. Shri A.N. Natarajan,
General Manager,
Udyogmandal Unit.
5. Shri J.T. Koleth,
Dy. General Manager
(PD).
6. Shri N.H. Borde,
Administrative Officer,
Rasayani Unit.
7. Shri Thomas Philip,
Personnel Manager,
I/C.
Udyogmandal Unit.
8. Shri A.S. Tyagi,
Offtg. Personnel
Manager,
Delhi Unit.
9. Shri T.R. Sarin,
Personnel and Indus-
trial Relations Officer,
Head Office.

Representing Workmen :

- | | |
|---|---|
| 1. Hindustan Insecticides
Employees Union,
Delhi Unit. | 1. Shri H.R. Chanda,
President. |
| | 2. K.S. Chauhan,
Secretary. |
| | 3. Shri V.C. Saxena,
Treasurer. |
| 2. Hindustan Insecticides
Karamchari Union,
Delhi Unit. | 1. Shri K.B. Joshi,
President. |
| | 2. Shri O. P. Hooda,
Gen. Secretary. |
| | 3. Shri M. L. Rewari,
Secretary. |
| 3. Hindustan Insecticides
Employees Union, Ud-
yogmandal Unit. | 1. Shri T.K. Kumaran,
Vice President. |
| | 2. Shri A.V. Sarchan-
dran, Secretary. |
| | 3. Shri Jose Mathew,
Jt. Secretary. |
| 4. Hindustan Insecticides
Ltd. Workers Union,
Udyogmandal Unit. | 1. Sri Joy Ittoop Mena-
cherry, Vice Presi-
dent. |
| | 2. Shri C.M. Ipora,
Secretary. |
| | 3. Shri T.P. Verghese,
Jt. Secretary. |
| 5. Hindustan Insecticides
Ltd., Rasayani Emplo-
yees Union. | |

PART-A

Short recital of the case

The long term settlement dated 14th September, 1977 with the union at Delhi Unit and dated 6th July, 1977 with the unions at Udyogmandal Unit concluded separately, effective from 1-1-1976 expired on 31-3-1979. The various unions of HIL's units at Delhi, Udyogmandal and Rasayani submitted their fresh Charter of Demands on 3rd April, 1979, 14th May, 1979, 23rd May, 1979 and 19th September, 1979. They also submitted Supplementary Charter of Demands on 31st May, 1979, 19th July, 1979, 18th September, 1979, 7th and 10th December, 1979. In the first Joint Conference of all the trade unions of HIL and the Management representatives held at Karnala, near Rasayani (Maharashtra State) on 20th and 21st April, 1979, the Management explained the desirability of having a Company-wise wage settlement and after discussions all the unions agreed for having a Company-wise Wage Settlement.

With a view to reach an amicable settlement in a peaceful and cordial relations, a series of discussions were held between the representatives of the Management and the aforesaid unions on various issues covered by the Memorandum of Demands on 18th and 19th October, 1979 in New Delhi and on 13th to 15th November, 1979 at Hyderabad and again in New Delhi on 1st to 7th February, 1980 and 14th and 15th February, 1980 (the representatives of Hindustan Insecticides Limited Rasayani Employees Union attended all the meetings upto 3rd February, 1980) and in view of the assurances given by the unions to observe the Code of Discipline and uphold the Joint declaration of the first joint Conference of the trade unions' leaders from all units and the Management of HIL held on 20th and 21st April, 1979 at Karnala (Maharashtra State) that "..... production, productivity and culture of HIL shall stand above everything else", in its entirety and to maintain continued cordial relations, high standard of discipline, high level of productivity and increased production, improved raw materials efficiencies and to co-operate with HIL Management in all the aspects and in every manner, the following settlement has been arrived at between the Management and the unions representing the workmen.

PART-B

Terms of Settlement

1. Applicability of Settlement :—This settlement shall be applicable to all the workmen working at our units in Delhi including Head Office, Udyogmandal (Kerala State), Rasayani (Maharashtra State) and Regional Sales Offices of the Company, who are covered under the Industrial Disputes Act, 1947 subject to the limitations of the individual items of settlement.

2. Period of Settlement :—This Settlement shall be in force for a period of four years from 1-4-1979 to 31-3-1983 and will continue to be in force after the said period until the expiry of 2 months of the date after notice in writing to terminate the agreement being given by either party.

3. Conditions of Settlement :—This Settlement is subject to the approval by the Government of India and thereafter it shall be jointly signed by the parties concerned in conciliation before the authorities prescribed under the Industrial Disputes Act before implementation. The remaining two parts of the Wage-package namely Work Study being conducted by National Productivity Council, and review of the Incentive Scheme being conducted by Public Enterprises Centre for Continuing Education New Delhi shall also be accepted and annexed to the Wage Settlement before signing in conciliation before the Labour Commissioner. The agreement shall be implemented after Government approval and signing in conciliation as mentioned above.

It is agreed to by the unions that during the operation of this Settlement, the unions and the workmen shall not raise any type of demand involving financial implications

4. General Wage Benefits :

4.1 Effective Date.—The general wage benefits under the settlement shall be calculated retrospectively with effect from 1-4-1979 after receipt of Government approval. The fringe

benefits, however, shall be applicable prospectively as detailed under para-5.

4.2 New Pay Scales :—The new pay scales against the existing pay scales are at Annexure-I.

The above pay scales shall take care of the points upto 300 points of All India Consumer Price Index (AICPI).

4.3 Fitment Method.—The fitment in the pay scales shall be done in the following manner :

4.3.1 To the present basic pay of the employees as on 31-3-1979 shall be added an amount equal to or nearest lower to the difference between starting basic pay of the new scale and the starting basic pay of the pre-revised scale by deducting the actual required amount from the total amount of old dearness allowance including additional dearness allowance as applicable on 31st March, 1979 plus one time adhoc addition (as given under 4.3.8) in such a way that the sum of existing basic pay and the amounts so added fall exactly at a stage in the new pay scale. For the purpose of above difference between the starting of the pre-revised scale and revised scale, the minimum starting of the lower scale in the group shall be taken, wherever grades are grouped and revised.

4.3.2. Anomaly :—As a result of fitment if a junior draws more pay than a senior in the new pay scale even in the same grade and same trade, such a situation shall not be treated as anomaly and will not be rectified except those covered under 4.3.4 and 4.3.5 below.

In the case of employees who have joined after 31-3-1979, no addition of one time lump sum adhoc benefit will be given. Their pay will be fixed in the manner under 4.3.1 above exclusive of the lump-sum one time adhoc payment. However, in case of workmen who have joined after 31-3-1979, but before 31-12-1979 the fall in emoluments, if any (as compared to the emoluments already paid) as a result of differential in D.A. at Central D.A. rates and the new D.A. rate, such fall in emoluments shall not be recovered.

The employees who join H.I.L. after the date of Government approval to the settlement, will be appointed in the new pay scales.

4.3.3 Stagnational Benefit :—Employees who reach or are fitted at the maximum of revised pay scale in the revised wage structure on 1-4-1979 or reach the maximum of their revised scale of pay at any time during the operation of this agreement will be allowed one stagnation increment equivalent to the last incremental rate in the revised scale after 2 years from the date of their reaching the maximum of the revised scale, provided that they are otherwise eligible for such increment under the existing rules of the Company and these stagnation increments will not be granted if such employees get promoted or their scales are revised upward for any other reason, provided that the 2nd increment envisaged in this clause will be granted only if it falls during the operation of this agreement.

4.3.4 Only one type of Anomaly to be Rectified in Future:—In the new pay scales, only one type of anomaly shall be rectified. This would be the anomaly arising out of a junior getting promotion after receiving an increment in the lower grade or a senior getting promotion before receiving his increment in the lower grade, such an anomaly shall be rectified by pre-dating the date of increment of the senior to that of the junior.

The above pre-dating will be subject to the following conditions :—

- (a) Both the junior and the senior employees should belong to the same trade and the post in which they have been promoted should be identical
- (b) The pre-revised and revised grades or pay of the lower and higher posts in which they are entitled to draw pay should be identical, and

(c) The anomaly should be directly as a result of the application of pay fixation formula i.e. to add one notional increment in the substantive post and fixation of the next higher stage in the promoted grade. For example, if even in the lower post the junior employee was drawing more pay in the pre-revised scale than the senior by virtue of fixation of pay under the normal rules or any advance increments granted to him etc., the provisions as said above will not be invoked to stop up the pay of the senior employee.

4.3.5. Anomaly on First Fixation in New Scales :—If a senior employee who had reached maximum of the pre-revised grade gets lower pay than his junior in the same revised grade and trade due to the junior drawing his first increment in the revised grade earlier, the date of increment of the senior shall be pre-dated to that of his junior drawing higher pay as per 4.3.4 above.

4.3.6 No other "Anomalies" to be rectified :—With the above, the practice of pre-dating the date of increment in all other cases of "anomalies" listed below including those wherever it was allowed in the past stands discontinued hereafter :

- (1) Postponing increment date on account of EOL disciplinary action, study leave, unauthorised absence etc.
- (2) Junior getting increments by virtue of joining earlier than his senior higher to the merit list of selection.
- (3) Fixation as a result of wage agreement.
- (4) Advance increments given at the time of first appointment.
- (5) Lateral transfer.
- (6) Internal candidates getting selected through open recruitment.
- (7) Broken officiating period benefit given by pre dating increment.
- (8) Anomaly as a result of practice of refixation of pay of a promotee on his date of increment in the lower grade.

4.3.7 No Refixation of Pay of a Promotee.—With the above, the practice of refixation of pay of a promotee from his date of first increment in the lower grade after promotion wherever it was practised shall also stand discontinued.

4.3.8 One Time Lump sum Adhoc Addition :—All regular workmen on the rolls of H.I.L. as on 31-3-1979 shall be given a lump sum one time adhoc addition as per Annexure-I and this amount shall be reckoned for fitment and personal 'ad-hoc allowance' as per fitment formula given under 4.3.1.

4.3.9 New Dearness Allowance :—From the amount left after deducting the fitment amount as per formula given under para 4.3.1 above, from the total amount of old DA including Additional DA as on 31-3-1979 and one time adhoc addition, the amount of Rs. 49.40 shall be deducted and kept as new variable DA as on 1-4-1979 for AICPI 38 points with neutralisation at Rs. 1.30 per point. This variable DA will be adjusted every quarter with effect from 1-4-1979 at Rs. 1.30 per point on variation of All India Consumer Price Index based on 3 months average. The variable DA @ Rs. 1.30 per point rise or fall will be payable beyond AICPI No. 300. The VDA will be revised every quarter and be paid on 1st April, 1st July, 1st October and 1st January on The All India Consumer Price Index for the preceding quarter October-December, January-March, April-June and July-September respectively. The VDA of Rs. 49.40 for the quarter April-June, 1979 is based on AICPI No. 338. With the introduction of above system, the existing pattern of following Central Government rates of DA shall stand discontinued.

In case the present pattern of the rate of neutralisation at Rs. 1.30 per point of AICPI for industrial workmen is revised by the Central Government and the same is approved by the Government the same revised rate of neutralisation pattern shall apply to H.I.L. workmen also from the effective date of such revision by the Central Government.

4.3.10 Personal Adhoc Allowance :—The amount, if any, left over after deducting the flintment amount and new D.A. amount from the total amount of old D.A. including additional D.A. as on 31-3-1979 and one time adhoc addition, shall be retained as Personal Adhoc Allowance (PAA). This PAA shall not attract any other benefit except those attracted by D.A. and shall remain as such with the individual employee having this PAA even on promotion.

5. Allowances:—All allowances shall be effective from the date of Government approval.

5.1 House Rent Allowance :—House Rent Allowance shall be as per BPE's pattern for various localities in India.

As per BPE's existing pattern of HRA, the following shall be applicable and wherever the present HRA based on package deal of past wage settlements for various workmen in HIL is not in accordance with the above pattern, the same shall be brought to match with the pattern with effect from 1st April, 1979 subject to the Central Government rules as applied to HRA payments :

- (i) Delhi/Bombay : 30% of basic pay
- (ii) Calcutta/Madras/Hyderabad : 25% of basic pay
- (iii) B1, B2 and other A class cities : 15% of basic pay
- (iv) Class C and unclassified localities/towns/cities : 7½% of basic pay

5.2 Incentive payment :—With the introduction of new pay scales with effect from 1-4-1979, there will be no change in the standard wages for the purpose of payment of production incentive and the standard wages of workmen frozen at the then existing level in the earlier settlement will continue to operate.

On receipt of the report of the Public Enterprises Centre for Continuing Education (PECCCE) who are entrusted with the review of the existing Production Incentive Scheme in our units, the revised scheme shall be accepted before implementation of this agreement.

5.3 Washing Allowance :—It was agreed that the Washing Allowance to those of the employees who are getting uniforms will be increased from Rs. 7 to Rs. 9 per month.

5.4 Night Duty Allowance :—It was agreed that the workers coming in 2nd shift i.e. 2.00 P.M. to 10.00 P.M. at Delhi Unit and 4.00 P.M. to 12.00 midnight at Udyogmandal Unit will be given an allowance of Re. 1 per 2nd shift in addition to the existing allowance paid in 3rd shift at both the units.

5.5 Cash Handling Allowance:—The Cash Handling Allowance shall be raised from the present level of Rs. 50 to Rs. 55 p.m. to the Cashier. In the absence of the Cashier drawing Cash Handling Allowance, the person asked to take over the duties of Cashier, shall be paid Cash Handling Allowance on proportionate basis on the number of days the Cash Handling work is done.

5.6 Heavy Vehicle Allowance :—The practice of giving lump-sum monthly Heavy Vehicle Driving Allowance to the drivers holding Heavy Vehicle Driving Licence irrespective of the duty performed by the driver on Heavy Vehicle, shall be discontinued forthwith. At present some drivers only are in receipt of a sum of Rs. 25 at Delhi and a sum of Rs. 35 at Udyogmandal as lumpsum Heavy Vehicle Driving Allowance per month. In case of such drivers, a sum of Rs. 23 at Delhi and a sum of Rs. 32 at Udyogmandal shall be added to the Personal Adhoc Allowance as on the date of Government approval to this settlement, of such drivers actually in receipt of the said lump sum monthly Heavy Vehicle Driving Allowance as on 31-3-1979. Hereafter Heavy Vehicle Driving Allowance shall be linked to actual duty performed on Heavy Vehicle and the following allowances system shall come into force with effect from the date of Government approval to this settlement :

- (i) For every day's duty including the overtime duty, if any, performed locally on heavy vehicle i.e. within Municipal limits or 24 K. Ms. whichever is more, the Driver shall be paid a sum of Re. 1 only irrespective of the trips performed subject to a maximum of Rs. 12 in a calendar month.

- (ii) For every outstation trip duty on heavy vehicle performed outside the local areas as defined in (i) above, the driver shall be paid a sum of Rs. 2 per to and fro trip with a maximum limit of Rs. 24 in a calendar month.

5.7 Cyclostyling Photocopying Allowance:—The amount of this Allowance shall be increased from the present Rs. 25 to Rs. 28 for those who are in receipt of such allowance. Employees in receipt of Cyclostyling/Photocopying Allowance shall hereafter not be entrusted to carry out cyclostyling/photocopying work on over-time.

5.8 Bus-subsidy:—In places like Delhi, Hyderabad, Ahmedabad and Calcutta where city/State Public Transport facility exists, reimbursement of such transport expenses incurred by the workmen for journey from their residences to the Office/Factory and back will be made at the rate of Rs. 10 per month for actual number of days of attendance. However, the existing pattern at Udyogmandal Unit will continue.

6. Uniforms and Protective Aids :

6.1 Shoes:—The existing reimbursement for purchase of shoes to eligible employees is hereby raised to Rs. 50.

6.2 Uniforms:—The total cost of uniforms including stitching charges in case of cotton uniforms per set shall hereafter not exceed Rs. 70 and that of the terrycot set Rs. 140, the other terms and conditions remaining the same. The colour of uniforms will be settled locally. All employees eligible for uniforms shall ensure that they strictly adhere to the instructions to wear uniforms while on duty. The cost of woollen uniforms given at Delhi including stitching charges shall be limited to the present following cost per uniform set :—

- (i) Woollen uniforms to plant workers once in two years including stitching charges... ..Rs. 205.
- (ii) Woollen Jerseys to plant workers once in five years.....Rs. 95/-.
- (iii) Woollen uniforms to drivers and peons once in two years including stitching charges.....Rs. 205.
- (iv) Woollen Jerseys to drivers and peons once in two years.....Rs. 80.
- (v) Woollen overcoat to drivers once in 5 years including stitching charges.....Rs. 175.
- (vi) Woollen socks for drivers and peons once a year.....Rs. 11.

6.3 Umbrella :—The present rate of reimbursement for purchase of Umbrella at Udyogmandal shall be increased from Rs. 30 to Rs. 35.

6.4 Special items for Administration Staff :

6.4.1:—A pen and a ball point pen set costing not more than Rs. 25 shall be given to all the Administration Staff who are not entitled to any uniforms at Udyogmandal once during Wage Agreement period.

6.4.2:—At Delhi all Administration Staff including Head Office not entitled for uniforms shall be reimbursed once during the pendency of this agreement, a sum of Rs. 50 for purchase of raincoat.

6.5 Ball Point pen to Skilled Workmen:—Skilled workmen who have to enter log sheets etc. shall be given one ordinary ball point pen with original fill once every quarter and a refill once for remaining 2 months of the quarter. For Delhi Unit, existing practice will continue.

7. Welfare Facilities :

7.1 Leave Travel Concession :—In case of L. T. C. for block period of once in 4 years as applicable at Delhi Unit shall be relaxed to include the 1st 400 Kms/160 Kms. as per decision taken by the Centra. Govt. At Udyogmandal Unit, the facility of LTC for a block period of once in four years as at Delhi shall also be extended in lieu of the present practice of picnic every year.

7.2 Medical/E.S.I. Coverage :

7.2.1 Industrial workmen drawing wages upto Rs. 1000 per month and working at Head Office who are covered under C.G.H.S. at present shall also be extended the coverage of E.S.I. as in Delhi Unit with effect from 1-4-1980 instead of present CGHS coverage.

7.2.2 Those industrial workmen at Head Office and Delhi factory who are drawing wages above Rs. 1000 per month and are covered so far under CGHS scheme as well as such workmen staying outside CGHS area shall also be extended medical facilities as per Company's medical scheme for allopathic treatment only from empanelled doctors, hospitals and chemists.

7.3 Sweet packets : In lieu of the present sweet packet distribution on National Festival days at Udyogmandal, the same system of Sweet Packet distribution as at Delhi shall be introduced. However, the National Festival days on which such sweet packets shall be given will be as under :

Republic Day	500 grms.
Miladi Sharif	500 grms.
Independence Day	500 grms.
Onam	500 grms.
Christmas	500 grms.

7.4 Loans and Advances.—The present systems of loans and advances shall continue at the same rates as applicable at the different units. However, the limits prescribed for drawal and utilisation of the loans and advances, if not followed, the concerned employees shall not be entitled for any loan or advance till such time the entire amount of such loan/advance is recovered from the salary, arrears, and bonus, if any. Even after recovery of such un-utilised loan/advance drawn by the employee, he shall not be entitled for the particular loan/advance which he has failed to utilise as required. However, on recovery of the entire amount taken as loan/advance alongwith interest, if any, the concerned employee shall be entitled for other loan/advance other than the one under which he has defaulted.

In case of scooter loan, the time limit for drawal of the loan from the date of notification shall be 3 months and the employee drawing such loan shall be given one month's time for producing the scooter registration papers in his name along with relevant documents. In case there is a delay in obtaining the final registration papers, proof of purchase of scooter by producing receipt of registration taken along with deposit with the registration authorities will be considered as proof of purchase. However, other formalities will have to be completed before the expiry of one month period from the drawal date.

7.5 School Subsidy/Scholarship.—Only those H.I.L. employees' 193 children who are studying in FACT school as on the date of this agreement shall continue to be covered under the Practice of paying school contribution to Fact contribution to FACT as long as those students continue to be in FACT School. In future, H.I.L. shall have no responsibility towards sponsoring employees' children to FACT School or paying contribution except in respect of those 193 employees' children presently studying till such time they continue to be in FACT School and these 193 children shall not be entitled to scholarship under the H.I.L.'s Scholarship Scheme.

In case of employee's children studying in other schools (including new entrants to FACT School), the present scholarship amount shall be enhanced as under :

Category of student Present Scholarship Revised scholarship

	1st child	2nd child	1st child	2nd child
	Rs.	Rs.	Rs.	Rs.
a. 1st to 4th std.	30.00	15.00	35.00	20.00
b. 5th to 8th std.	40.00	20.00	45.00	25.00
c. 9th to 11th std.	50.00	25.00	55.00	30.00
d. College students	60.00	30.00	70.00	35.00
e. 1st position in class	10.00	10.00	20.00	20.00
f. 2nd position in class	5.00	5.00	10.00	10.00

7.6 Higher Examination fee Reimbursement etc.—

In order to encourage employees to attain higher qualifications in their line of service after joining H.I.L. and after prior approval of the Management, either on leave on loss of pay or part-time, will be given reimbursement of examination fee and other expenses subject to a maximum as detailed below and as already applicable at Udyogamandal :

Examination/Professional Qualification Quantum of Monetary Award.

- (a) Pass in Section A & B of examinations conducted by Institute of Engineers (India) that are considered equivalent to Degree in Chemical, Mech., Elec., and Civil Engineering. Examination fee plus Rs. 500.
- (b) Pass in final Examination of Institute of Cost & Works Accountants of India or Chartered Accountants of India. Examination fee plus Rs. 300.
- (c) Pass in examination conducted by recognised institutions or professional bodies that are considered equivalent to Diploma in Chemical, Mech., Elec., and Civil Engineering. Examination fee plus Rs. 200.
- (d) Degree in Commerce from recognised Universities. Examination fee plus Rs. 200.
- (e) Degree in Science/Arts or Post-Graduate Diploma in Science/Arts/Social Science : Examination fee plus Rs. 150.
- (f) Pass National Certificate Examination in supervision conducted by National Productivity Council, New Delhi. Examination fee plus Rs. 150.

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(g) Certificate awarded by Examination fee plus Industrial Training Institute Rs. 100. set up by Govt. or similar institutions recognised by Government.

(h) Wiremen's permit and Examination fee plus boiler attendant's certificate Rs. 50.

The maximum expenditure on this account in a year shall be limited to Rs. 5,000.

7.7 Township : Employees who vacate the township quarters shall be entitled to HRA from the very next day of the date of the vacation of the quarter.

7.8 Effective dates of allowances and other items covered under paras 5.6 and 7.

Effective dates of these items which are not specifically mentioned shall be the date of the Government approval to the agreement.

8. Recruitment and Promotion Rules :

In case of promotion from Operator Gr. II to Gr. I, the existing ratio of 7th pass workmen with 10 years experience to matric with 7 years experience and higher qualified workmen shall continue to be 40 : 60. However such seventh pass workmen who have completed 15 years of operational service shall be considered for promotion along with those of matric and higher qualified on a common seniority.

9. Payments :—All payments to workmen due every month on account of salaries, wages, overtime, allowances, incentive etc. shall be paid only on one day on the last full working day of each month. Under the present system such of the payments made during a particular month on different days shall now be paid on the last full working day of the month under the new scheme and supersede the present system. For this purpose on the pay day suitable number of additional counters, if any, required shall be opened for pay disbursement.

10. Work discipline :—It is agreed to by the unions that Management shall have the full discretion with regard shift/plan/department duty allocation and interchange of duties and duty allocations during duty hours.

11. Looking after higher responsibilities during shift :—To cover absenteeism in shifts first leave reserves who are common to all plants shall be allocated. After exhausting leave reserves, looking after high responsibilities shall be arranged in chain. (Payments for such chain arrangements which are of less than 10 days shall be made only once a quarter for the period 31st March, 30th June, 30th September and 31st December, each year.

12. Other Demands :—The Union agreed to drop other demands submitted by them in their Charter of Demands mentioned in para 1 of Pt. 'A' but not covered above and also agreed to accept this Settlement as full and final settlement of their demands.

13. Other Current Benefits :—All other benefits currently in vogue but not specifically covered under this Settlement shall continue to be in operation according to the specific terms those benefits.

Agreement signed on 15th February, 1980 at New Delhi.

For and on behalf of the Management of Hindustan Insecticides Limited. For and on behalf of the HIL's trade Unions.

Sd/-	Sd/-
1. (Dr. R.S. Hamsagar)	1. (H.R. Chauhan)
Sd/-	Sd/-
2. (G.C. Jain)	2. (K.S. Chauhan)
Sd/-	Sd/-
3. (M.M. Kayastha)	3. (V.C. Saxena)
Sd/-	Sd/-
4. (A.N. Natarajan)	4. (K.B. Joshi)
Sd/-	Sd/-
5. (J.T. Koleth)	5. (O.P. Hooda)
Sd/-	Sd/-
6. (N.H. Borde)	6. (M.L. Rewari)
Sd/-	Sd/-
7. (Thomas Philip)	7. (T.K. Kumaran)
Sd/-	Sd/-
8. (A.S. Tyagi)	8. (A.V. Sarachendran)
Sd/-	Sd/-
9. (T.R. Sarin) Witnesses :	9. (Jose Mathew)
Sd/-	Sd/-
1. (N.D. Kalra) P.S.	10. (Joy Ittoop Menacherry)
Sd/-	Sd/-
2. (Krishan Chander) P.S.	11. (C.M. Ipote)
	Sd/-
	12. (T.P. Verghese)

ANNEXURE-I

STATEMENT OF PAY SCALES

Sl. No.	Existing Pay Scales	One time ad hoc addition as per para 4.3.8 for regular workmen on the rolls of HIL as on 31-3-1979	New Pay Scale vide para 4.2
		Rs.	
1.	210-290		
2.	260-388	50.00	300-6-324-7-394-8-426
3.	275-500		370-8-450-10-530.
4.	275-520		
5.	290-430	60.00	400-11-488-12-596-14-708.
6.	276-520		
7.	305-500	60.00	450-11-538-12-658-14-700.
8.	308-640	75.00	450-16-578-21-788-23-880.
9.	320-640		

10. 350-640	75.00	490-16-578-21-788-23-880
11. 425-700	85.00	575-21-659-26-1075
12. 440-700		
13. 425-775	85.00	575-21-659-26-1075
14. 440-775		
15. 455-850	85.00	615-21-699-26-1167
16. 550-870	95.00	700-30-940-32-1100-35-1205
17. 550-900	95.00	700-30-940-32-1100-35-1205
18. 590-900	95.00	750-32-910-35-1120-40-1240

ANNEXURE 'C'

GRAM : PECCE

Phone : 663781-83

PUBLIC ENTERPRISES CENTER FOR
CONTINUING EDUCATION

Prof. Nitish R. De GUEST HOUSE BUILDING.

Director. C-6/5, Safdarjang, Dev. Area
New Delhi-110016.
April 13, 1980.Dr. Ram S. Hamsagar,
Chairman & Managing Director,
Hindustan Insecticides Limited.
Hans Bhawan,
Ground Floor, Wing-I,
Bahadurshah Zafar Marg,
New Delhi-110001.

Dear Dr. Hamsagar,

With several months' collective efforts including discussions with trade union leaders, a revised Production Incentive Scheme has been evolved.

Should any further work in this matter be required, we shall only be too glad to co-operate with your organization.

I enclose herewith three copies of the report.

With regards,

Yours faithfully,

Sd/-

(Nitish R. De)

REVISED PRODUCTION INCENTIVE SCHEME FOR HIL

With a view to enable and maintain high productivity levels, optimum use of resources (men, raw materials and machinery), higher standard of living of workers and decreased cost of production, a performance linked Production Incentive Scheme was introduced by HIL as far back as in 1966-67.

Since then, the H.I.L. has grown immensely. It has diversified, added new units increased its volume of business and employment more manpower. This trend is likely to continue in future.

The Public Enterprises Centre for Continuing Education, New Delhi, was therefore, commissioned in June, 1979 to assist the HIL in a review of the working of the Incentive Scheme. The personnel from P.E.C.C.E. have had detailed discussions with different levels of management and Trade

Unions both a Udyogamandal and Delhi and propose a revised framework for the Production Incentive Scheme. Its salient features are :

1. The employees will be grouped in five categories (instead of three in the old scheme) so as to make the incentive reward to each of the category more responsive to their own direct contribution to the increased productivity and reduced costs and also to ensure maximum reward to base production staff.

2. The productivity would be measured in terms of actual production of approved quality rather than with reference to production transferred to sales so as to reward the employees fully and correctly

3. I.T.R. has been based exclusively on the quantity of sale as against quantity available for sale of the finished products. Prices of finished products on which the employees have no control and which are subject to change on account of external factors, would not be taken into account. Further, the inventories of raw materials, general stores, packing materials etc. the levels of which are determined in consequence of management decisions, leaving very little scope for control at lower levels, have been excluded from the scope of I.T.R. to make it more responsive to the efforts of employees covered by the scheme. Companywise I.T.R. should also be the main factor for incentive to Marketing when subsequently introduced. For a more effective management of General Stores, raw material and packing material inventories management may consider a separate in depth study by experts in the line

4. One of the significant features of the revised incentive scheme is to give an initial tempo of production at the beginning of each year and to keep up the tempo throughout. This is achieved by starting with average of previous financial year production or standard monthly production whichever is higher and the new year's first month's actual production and is continued for each succeeding month by taking the average of progressive average for the previous month and the actual production for the month. Thus there is a built in urge reaction in the team to maintain the production of each month higher than the incentive figure for previous month and in the event of drop in production in any month due to factors beyond control, there would be need at least to keep the loss of production to minimum as otherwise it would affect next month's incentive figures. In contrast to this the old scheme did not give any positive incentive to keep the productions progressively high every month.

5. There is reward on incentive earnings of the supervisory and managerial personnel for O.T. below norm for the group under their control to keep control on O.T. and costs of production minimum

6. The rates of incentive earnings for production factor have been distributed smoothly over increasing productivity, ensuring higher incentive earnings at higher levels of production and avoiding sudden drop in incentive earnings at various levels of production as was the case in old scheme

7. More weightage has been given to own production of DDT Technical to make the incentive earnings responsive to efforts needed for production.

8. New scheme envisages to reward the U.S.Ls additionally for increased productivity of formulated product to make their incentive earnings more directly effort oriented.

9. The quantity of raw materials would be weighted with their process so as to correctly reward the employees for raw material efficiency and vice-versa.

10 Incentive calculations have been made simple by building various factors in a formulae thereby eliminating use of tables

11 The new scheme takes into account the performance of the formulation also by increasing or decreasing base incentive depending upon efficiency or inefficiency in formulation. The U.S.Ls will get much more base incentive increasing directly with the increased productivity of formulation in keeping with their effort in the formulation

Imported Technical D.D.T. if any, used in formulation would, under the revised scheme get rewarded through the Formulation Efficiency Factor.

12. The new scheme will be applicable to all the products of the Company, in regular production. However, at present it will be applicable to DDT and BHC which are in regular production. As and when new products are added their norms of production, raw materials consumption, and other related conditions will be prescribed and added to this scheme. For Marketing staff a separate scheme is being evolved.

KEY ELEMENTS OF THE REVISED INCENTIVE SCHEME

I. Coverage :

1. This scheme is a group incentive covering all jobs connected with the present factories of the Hindustan Insecticides Limited at Delhi/Udyogamandal. It will cover the incumbents of all the existing sanctioned posts within the strength as per work study report of the National Productivity Council, subject to exclusion of staff hereinafter mentioned. The scheme will, however, not cover the following personnel :

- (a) Daily-rated employees and casual labour
- (b) Contract labour and part-time employees
- (c) Apprentices and Trainees of all kinds
- (d) Employees working in Marketing Department including Sales Units for whom separate scheme is being evolved.
- (e) Employees of the Company who have not completed six months continuous service in the Company.
- (f) Officers/employees who are on deputation, in whose case Government orders are required, will be eligible for production incentive under this scheme only if permission from the Government concerned is received.

2. This scheme will be job based and any incumbent of an eligible job will participate in it irrespective of whether he is a temporary employee on deputation. Also, the incentive, an employee is eligible to, will be the one on the grade of the job he is in, irrespective of his substantive salary.

II. For the purpose of incentive scheme, employees may be grouped in the following categories :

A. The Direct Group

All direct workers of the Production and Engineering department (excluding the unskilled workers) Group A1. All supervisors and managers upto and excluding the level of Dy. Manager in Production and Engineering Departments--Group A2.

B. The USL Group

All unskilled workers of the Production and Engineering Departments--Group B

C. The Ministerial Group

All indirect workers of the Engineering department and other workers not covered above--Group C1. All supervisors and managers upto and excluding the level of Dy. Manager in the Ministerial Group--Group C2. All class IV staff not covered above--Group C3.

D. The Managerial Group

All Managers of the levels of Dy. Managers and above at the Unit-Group D.

E The Head Office Group (excluding Marketing Department)

Non-Supervisory Employees--Group-E1

Supervisory and Managerial Employees-Group E2

The Marketing Group will be group F when incentive scheme is introduced to them separately.

GROUP A

III. The incentive rate for Group A called final Base Incentive later on in the proposal will be calculated on the basis of three factors :

Manpower efficiency index (MEI), Formulation efficiency factor (FEF) and raw material efficiency (RME). These three factors shall be used to give the final Base Incentive.

Production Factor (PF)

The production factor shall be calculated as given below:—

Production factor (month 1)	= Production (month 1) of tech. product + Average production of last 12 months or the standard production whichever is more (if the production of the month is less than the average or the standard)
	2
-do- (month 2)	= Production (month 2) of tech. product + Prodn. factor (month 1)
	2
-do- (month 3)	= Production (month 3) of tech. Product + Production factor (month 2)
	2
-do- (month 12)	= Production (month 12) of tech. Product + Production factor (month 11)
	2

Month 1 be taken as 1st month of the financial year i.e. April.

The production factor as above shall be calculated for a month for the technical product say DDT (Technical) or BHC (Technical) and shall be divided by the No. of days in the month to arrive at the per day production factor. The manpower efficiency Index (MEI) will be worked out as follows—

C—S

C

where C stands for per day production factor and the S for standard for that product. The standard production for DDT technical shall be 8 M.T. per day at Delhi factory and 4 M.T. per day at Udyogamandal factory, and for BHC technical 7.5 M.T. per day at Udyogamandal.

The production for the month shall be reckoned after excluding handling losses etc. as follows:

DDT (Technical) -Closing stock arrived at after actual physical verification in slab form and ground DDT Technical (or flaked DDT (T) when flaker is installed) plus DDT (T) in process in hammer mill lots plus ground DDT (T) sold plus DDT (T) transferred for formulation (limited to 50% of DDT 50% formulated out of own DDT Technical) minus opening stock of slab DDT (T), ground DDT (T) and the DDT (T) in hammer mill lots at the beginning of the month. DDT (T) transferred for further processing for any other product shall also be similarly added.

BHC (Technical).—Closing stock arrived at after actual physical verification plus material transferred for formulation (limited to 50% of the BHC 50% formulated) plus BHC (Tech.) sold minus opening stock of BHC (Tech.).

Closing and opening stocks should be determined by actual weightment and physically verified and proportionate allowance should be made (in case of Tech. BHC) for moisture content in excess of norms if any as determined by random sampling method.

2. Raw Material Efficiency (RME).

Incentive shall be paid for reducing the cost of consumption and improving efficiency of the four major raw materials viz., alcohol, benzene, chlorine and oleum. The incentive payment for raw materials efficiency will be direct in the sense that the incentive will be higher and higher as the performance increases correspondingly there will be a penalty for poor performance and this penalty will increase as the performance becomes worse.

Percentage of incentive and the calculation for the raw material efficiency would be done in the same way as in the existing scheme excepting that the standard and actual quantities of consumption of raw materials would be weighted by the weighted costs of the concerned raw materials for the relevant month. First the weighted standard cost for each raw material is worked out by multiplying the consumption norms with the weighted average cost of the raw material for the month. Similarly the actual weighted cost for each raw material is worked by multiplying the actual consumption of each raw material during the month with the weighted average cost of

the raw material during the month. The sum total of the costs for various raw materials is used in the calculation of RME (Also refer model calculations).

The RME shall be measured as follows:

Weighted Standard Cost—Weighted

$$RME = \frac{\text{Actual cost}}{\text{Weighted Standard cost}} \times 100$$

corresponding to this RME (column 1 of Appendix A) the corresponding RMEF (Col. 2 of Appendix A) is read and the following calculations made to find incentive percentage for RME.

Composite incentive for MEI and RME

$$MEI (1 \pm RMEF) \times 100$$

The incentive percentage for only RME shall be worked out by deducting the MEI percentage from the above percentage of composite incentive. If it is positive it would be added for arriving base incentive and vice-versa after incorporating Efficiency Factor (FEF).

The percentage of incentive for Raw Material Efficiency, called Raw Material Efficiency Factor (RMEF) later on in the scheme, as shown in the existing scheme has been shown as ratio in the revised scheme (Appendix A) to facilitate calculation of RME incentive through a formula.

The standard specific consumption for alcohol, benzene chlorine and oleum expressed in weight to weight basis per tonne of Technical DDT and BHC are as follows:

Material	Standard	
	DDT(Tech)	BHC(Tech)
Alcohol	0.32	—
Benzene	0.84	0.31
Chlorine	1.77	0.76
Oleum	1.55*	—

*This is for over all consumption of Oleum i.e. Oleum used both in DDT condensation and Chloral distillation.

There shall be no payment of incentive to the Production and maintenance group on any account for performance below 90% (RME).

The incentive payment/penalty for performance on raw material efficiency will be as per Appendix A.

Performance will be calculated every month and will be rounded off the nearest whole number.

3. Formulation Efficiency Factor (FEF)

Efficiency of formulation of technical grade pesticides shall also be calculated with reference to the standards as follows:—

$$\text{FEF} = \frac{\text{AP-S}}{\text{S}}$$

Where AP stands for actual production per day and S stands for standard production.

The standard for DDT formulation shall be 15 M.T. per day at Delhi factory and 7.5 M.T. at Udyogamandal, and for BHC formulation 7.5 M.T. per day at Udyogamandal.

The formulation production for the month shall be reckoned after excluding handling losses etc. as follows:—

Closing stock plus quantity sold minus opening stock. The closing and opening stock shall be determined by actual weighment of approved stocks.

If the formulation plant remains idle on account of nonavailability of technical grade pesticide, and the monthly production of formulation is below norm then the formulation efficiency factor shall not be taken into account for incentive calculation. Further, when the formulation plant is used for the formulation of some other pesticide such as DDT formulation plant used for formulation of Vitavax, the quantity of formulation of the other pesticide shall be added to formulation production for the month.

4. Composite Efficiency Factor (CEF)

A composite efficiency factor for MEI and the formulation efficiency factor (FEF) shall be worked out as follows:—

$$\text{MEI} (1 \pm \text{FEF}) \times 100$$

Calculations for other/new products may similarly be done. The standard for average production index for new products, however, may be fixed in a graded manner depending upon the progress in commissioning.

5. Base Incentive :

The base incentive shall be the composite efficiency factor for MEI and FEF plus RME incentive percentage if there is only one product. If there are more than one product, the composite base incentive shall be calculated as follows:

Base Incentive for product 1	×	No. of Direct workers in production for product 1 +
------------------------------	---	---

Base Incentive for product 2	×	No. of direct workers in production for product 2, and so on
------------------------------	---	--

Total No. of Direct Workers in Product Department.

Direct workers in production shall be the production workers against sanctioned posts of the following plant sections:

DDT—Product 1

- (i) MCB, DCB
- (ii) CA
- (iii) Chloral
- (iv) DDT
- (v) Sulphuric acid recovery
- (vi) Hyd-rochloric acid recovery
- (vii) DDT effluent treatment
- (viii) Formulation DDT plant
- (ix) HCS plant at Delhi unit only

BHC—Product 2

- (i) Tech. BHC plant
- (ii) Tech. BHC effluent treatment plant
- (iii) Formulation BHC plant

Final Base Incentive

In case where there are direct workmen (Production and Engineering) but assigned to new plants/projects not still covered by incentive on its own production then the base incentive as worked out above shall be first reduced to the new base of direct workmen including those on new plants/projects not covered by incentive of their own as under:

$$\text{Final Base Incentive} = \text{Composite base incentive} \times \frac{\text{total standard wage of direct workmen in production and Engineering including USL for Project 1, 2 etc. covered for base incentive total standard wage of all direct workmen including new plants/projects.}}{\text{total standard wage of direct workmen in production and Engineering including USL for Project 1, 2 etc. covered for base incentive total standard wage of all direct workmen including new plants/projects.}}$$

GROUP A 1

The final base incentive rate shall be applicable to Group A1.

GROUP A 2

Group A2 shall be paid 80% of final base incentive plus reward at 10% of final base incentive of Group A1 for every 1% decrease below 10% as O.T. norm in the O.T. of the Directs Group (A1) subject to their total incentive not exceeding final base incentive O.T.A. to the Staff Car drivers at the units for attending to the Company Guests shall be excluded for this purpose.

However, the ratio of direct workers in production department to direct workers in Engineering Department will need to be maintained constants as the base incentive is applicable to the Engineering department direct workers also.

GROUP B

IV. Group B shall be paid final Base Incentive as applicable to Group A1 if the quantity of formulation is below standard. However, if the quantity of formulation is above standard, Group B shall be paid direct incentive at the rate of 0.5% of the standard wage for every 1% increase over the standard. Their incentive percentage shall be calculated as follows :

MEI \pm Incentive percentage for RME \pm 05. %
for every—1% increase in formulation
over standard.

If there are more than one product, the group incentive rate for the unskilled workers will be worked out as follows :—

Incentive percentage for product 1 \times No. of
direct USLs for product 1 + Incentive for
product 2 \times No. of direct USLs for product
2 and so on

Total No. of direct USLs

Since Group B incentive will be applicable to all the USLs of production and engineering departments, 30% USLs should be transferred to formulation plant on a rotational basis.

GROUP C

V. GROUP C1 shall get 75% of the final base incentive. In addition, they shall get incentive based on ITR (Inventory Turn Over) calculated as shown below :

In no case shall their total incentive exceed the base incentive.

The ITR Factor :

The calculations for ITR factor is to be done in a manner similar to the calculation of production factor explained earlier. For the purpose of ITR only saleable finished product viz. DDT Tech. (Ground), DDT formulated, BHC Tech., BHC formulated, Imported Tech. DDT etc., would be taken into account. It would be calculated as a percentage of quantity of actual sales for the month to quantity of opening stock plus quantity of production of saleable products for the month. Norm for ITR shall be 60% with a reward of 1% of final Base Incentive for every 1.6% increase in ITR.

Thus ITR

ITR factor (Month 1) = ITR (month 1) (month
2) = ITR (Month 2) \pm ITR factor month 1)

2

Similarly

ITR factor (month 12) = ITR (month 12) +
ITR factor (month 11)
2

Group C2 shall get 80% incentive of C1 with reward on OT as per A2 but on OT of indirect group norm being the same but total incentive not exceeding that of C1.

OTA to the Staff Car Drivers at the Units to attend to the Company Guests shall be excluded for this purpose.

Group C3 shall get 125% of the incentive for Group C1 but not exceeding the incentive for Group B.

GROUP-D

VI. Group D shall get average of groups A2 and C2.

GROUP—E

VII. Group E1 shall get average of the incentive of group D of the different units.

Group E2 shall get 80 per cent of Group E1 incentive plus reward on OT at 10 per cent of Group E1 for every 1 per cent fall below norm of 5 per cent OT subject to ceiling of incentive for Group E1.

The incentive percentages as referred to above for various groups of employees shall be payable on the standard wages of the workmen frozen at the then existing level as per existing schemes. The maximum payment on account of incentive will be limited to 40 per cent of standard wages for production and maintenance groups and 30 per cent for ministerial, managerial and Head Office Groups.

O.T. work assigned directly for CMD. Directors and Company Guests shall be excluded for the purpose of working out OT reward for Group E2.

VIII. Absenteeism and overtime.—It is expected that with the introduction of the revised incentive scheme the absenteeism and Over Time may come down further. In addition, management may consider improvements in leave encashment, facilities and other incentives to reduce absenteeism and overtime.

IX Annual Productivity Linked Bonus.—A separate proposal for annual productivity linked bonus in lieu of present annual profit sharing bonus under the payment of Bonus Act shall be submitted in due course of time.

X General Terms and Conditions :

1. No separate incentive shall be payable for boiler as at present at Udyogaman 1.

2. If the plants (condensation and/or distillation only) have to be stopped on account of any reasons, the average daily production will be calculated without making any allowance for such stoppage.

3. The production will be reckoned by taking into account only materials conforming to specifications passed by NMEP and/or any other quality control agency of the management or engaged from outside; and failed and rejected materials will not be counted.

4. The incentive shall be paid in proportion to the number of days present for work and actually worked and no incentive will be paid for the period of absence on training or on leave on any account including casual leave and compensatory leave taken except compensatory leave for working full day/shift (and not for accumulated part day/shift work compensated by full day). However, weekly off days, Sundays, paid festivals and national holidays will be considered as days of attendance except where they are treated as leave.

5. Deduction for absence will be made at the rates of 1/30th of the total incentive for every day of absence irrespective of the number of days in the month. If a person is absent for a whole month, no incentive shall be paid.

6. Production of technical grade pesticides shall be the basic factor for incentive payment. If no incentive is earned on this factor no payment shall be given on any account.

7. It is a implied condition of this scheme that expenditure on maintenance, and contract jobs will be maintained at levels set by the management.

8. Performance will be determined over a period of one calendar month. The incentive earned will be paid on the last full working day of the succeeding month.

9. Incentive payment to each category of employees will be proportionate to the standard wage of each employee as per old scheme.

10. Incentive payment shall be expressed as a percentage of the standard wages.

11. Incentive reward will be over and above the normal wages and allowances and no deductions will be made from them for failing to achieve the standards.

12. The month will begin from the morning shift of the 1st day of the month and close with the end of the 1st shift on the last day of the month.

13. The total incentive earnings of the employees during a month will be rounded off to the nearest rupee.

14. Production figures will be exhibited as frequently as possible.

15. Since incentive will be percentage of the standard wages all employees within the same pay scale and incentive group will get the same amount of incentive payment at a given level of performance irrespective of their actual pay in the scale.

16. No employee shall be retrenched on account of this incentive scheme.

17. The incentive earned under the scheme shall not be taken into account for the purpose of any other payment or deduction from the employees except income tax.

18. All decisions regarding stoppage of plant and equipments for inspection, maintenance or any other reasons whatsoever, on conditions of operation including rates of output and on matters regarding sale or disposal of intermediates/by products will be made solely by the management and shall be final.

19. The Management will have the right to classify under any of the groups any posts sanctioned in future or to reclassify any of the existing posts or to transfer employee from one group to another. If any employee is so transferred or reclassified incentive for a month will be calculated based on the number of days worked in each group during the month.

20. The decision of the Chairman and Managing Director on all points of interpretation of this Scheme and measurement of output performance, etc. and on all matters pertaining to the Scheme shall be final.

21. The Management reserves the right both during the trial period as well as thereafter to withdraw or modify the whole or any part of the Scheme including revision of standards and to curtail and to extend the coverage of the Scheme.

APPENDIX A RAW MATERIALS EFFICIENCY FACTOR

Materials Performance as percentage of standard (RME)	Incentive payment as percentage/ratio of incentive payment for production factor (RMEF)
(1)	(2)
(—) 10 and below	(—) 100% or — 1.00
(—) 9	(—) 90% — 0.9
(—) 8	(—) 80% — 0.8
(—) 7	(—) 70% — 0.7
(—) 6	(—) 60% — 0.6
(—) 5	(—) 50% — 0.5
(—) 4	(—) 40% — 0.4
(—) 3	(—) 30% — 0.3
(—) 2	(—) 20% — 0.2
(—) 1	(—) 10% — 0.1
(—) 0	— —
(+) 1	(+) 10% + 0.1
(+) 2	(+) 20% + 0.2
(+) 3	(+) 30% + 0.3
(+) 4	(+) 40% + 0.4
(+) 5	(+) 50% + 0.5
(+) 6	(+) 60% + 0.6
(+) 7	(+) 70% + 0.7
(+) 8	(+) 80% + 0.8
(+) 9	(+) 90% + 0.9
(+) 10 and above	(+) 100% + 1.0

MODEL CALCULATIONS

(Assumed figures)

Month : March, 1979 — Delhi factory

Information available —

DDT technical production :—Opening stock (slabs) 100 M.T. Tech. DDT in process at the beginning of month in hammer mill lots 70 M.T., closing stock of Tech. DDT. Slab 130 M.T., and ground 50 M.T., material in process in Hammer mill lots 75 M.T. Ground DDT Tech. Sold during the month 50 M.T. DDT Tech. transferred for formulation 150 M.T., DDT 50% formulated out of own DDT tech. 290 M.T.

DDT Formulation Production — 500 M.T.

O.T.A. percentage to salary

1. Production and Engineering Staff 9%
 2. Ministerial Staff 11%
 3. Head Office 6%
- I.T.R. 66.4%

Raw Material Consumption :—Kg. per Kg. actuals

Alcohol	.52
Benzene	.82
Chlorine	1.60
Oleum	1.45

Prices per Kg. — Alcohol 0.90 Benzene 5.00, Chlorine 0.80 Oleum 0.60.

Calculation of Incentive

DDT Tech. Production

Closing stock slab	130 M.T.
Ground	50 M.T.

DDT Tech. in process in hammer mill

lots at the end of the month	75 M.T.
------------------------------	---------

Ground DDT Tech. sold	50 M.T.
-----------------------	---------

Tech. DDT transferred to formulation (limited to 50% of 290)	145 M.T.
---	----------

450 M.T.

LESS

Opening stock	100 M.T.
---------------	----------

DDT Tech. in process at the beginning of the month	70 M.T.
---	---------

170 M.T.

(Production of DDT Tech. for the month	280 M.T.
--	----------

Per day 280

$$\frac{\quad}{31} = 9.32$$

$$\text{MEI} = \frac{9.32 - 8}{9.32} = .1416 \text{ or } 14.16\%$$

R.M.E.

	Standard	Actual	Price	Weighted Standard	Weighted Actual
A	0.32	0.32	0.90	0.29	0.29
B	0.84	0.82	5.00	4.20	4.10
C	1.77	1.60	0.80	1.42	1.28
D	1.55	1.45	0.60	0.93	0.87
				6.84	6.54

$$\text{RME} = \frac{6.84 - 6.54}{6.84} \times 100 = +4.38\% \text{ i.e. } +4\%$$

RMEF as per Appendix A + .4

Composite efficiency for MEI and RME

$$\text{MEI} (1 + \text{RMEF}) \times 100$$

$$.1416 \times 1.4 \times 100 = 19.82\%$$

$$\text{R.M.E. Incentive percentage } 19.82\% - 14.16\% = 5.66\%$$

Formulation Efficiency Factor

$$\text{Formulation production} = 500 \text{ M.T.}$$

$$\text{Per day } 500 = 16.13$$

31

$$\text{FEF } \frac{16.13 - 15}{15} = +0.75 \text{ or } 7.5\%$$

Composite Efficiency Factor for MEI and FEF

$$\text{MEI} (1 \pm \text{FEF}) \times 100$$

$$.1416 \times 1.075 \times 100 = 15.22\%$$

Base Incentive

$$\text{CEF for MEI \& FEF + RME Incentive}$$

$$= 15.22\% + 5.66\% = 20.88\%$$

The direct workers on new/expansion schemes have been assumed to be NIL and therefore, this Base Incentive shall also be the final Base Incentive.

Incentive for USLs of Production and Engineering Deptts.

MEI percentage + RME incentive + .5 × FEF percentage

$$14.16\% + 5.66\% + .5 \times 7.5\%$$

$$14.16\% + 5.66\% + 3.75 = 23.57\%$$

Incentive of Group A1

Final Base Incentive i.e. 20.88%

Incentive of Group A2

80% of Final Base Incentive i.e. 16.70% + 10% of 20.88% (reward for 1% reduction in O.T.A.) = 16.70% + 2.09 = 18.79%

Incentive of Group B = 23.57%

Incentive of Group C1 = 75% of 20.88% + 4% of 20.88% (For ITR) = 15.66 + 0.84% = 16.50%

Incentive of Group C2 80% of 16.50 = 13.2% (No reward for O.T.A. because the same is above norm)

Incentive of Group C3 125% of 16.5% = 20.62%

Incentive of Group D $\frac{18.79\% + 13.2\%}{2} = 15.99\%$

Incentive of Group E1 (Non-supervisory)

Group D of Delhi 15.99%

Group D of Udl. 5.00

(assumed)

$$\frac{\quad}{2} = 20.99\%$$

Average 11%

Incentive of Group E2 (Supervisory & Managerial)

80% of 11% = 8.8%

(No reward for OTA as the OTA is more than the norm)

ANNEXURE—B

(Clarifications)

WORK STUDY

The Work Study report for Delhi Unit as submitted National Productivity Council is enclosed. Before accepting the report the Unions and Management want through the report and sought clarifications on certain parts of the report from NPC consultants. It was clarified that the findings of the Work Study on manpower requirements for Delhi Unit as summarised on pages 10 to 15 and as detailed in Appendix IV are the ones to be implemented now. It was noted both by Unions and Management that NPC has incidentally made certain other observations and recommendations which may be of guidance to Unions and Management for future manpower categorisation, planning etc. The Union also

brought out that in certain areas the manpower proposed by NPC may not be sufficient and need reconsideration by N.P.C.

ANNEXURE—C (Clarifications)

PRODUCTION INCENTIVE SCHEME

The following clarifications were given by Consultants from Public Enterprises Centre for Continuing Education/Management in the Unions-Management meeting held on 1-5-1980 at Head Office.

1. The Ministerial Group C1, II A&C.

The direct workmen of the Engg. Deptt. under the existing Scheme shall continue to be direct workmen for the purpose of group A1 and A2 under the revised Scheme.

2. Coverage I.1(d) :

The sales section of the Commercial Department in Delhi Unit is not covered under cl. I.1(d).

3. Coverage cl. I.2 :

For officiating arrangements against vacancies of 10 days or more in case of workmen, incentive shall be paid on the applicable standard wages of the officiating grade, proportionately irrespective of the actual number of days of such officiating falling in a particular calendar month.

4. Coverage cl. I.1 :

Wherever existing posts are reduced or lower grades than the existing ones are recommended in the work study, for the purpose of incentive payment to the present incumbents the applicable standard wage of the grade in which they are actually working will continue to be taken. This will, however, continue only as long as the present incumbent is in position in the respective grade.

5. Standard Wage :

Standard Wages of the workmen frozen at the then existing levels as per existing scheme shall continue as agreed in cl. 5.2 of the wage settlement dated 15-2-1980.

6. Annual Productivity Linked Bonus:

Such a bonus scheme shall be introduced only after discussions with the Unions representatives, as a settlement.

7. Vitavax III.3:

Taking cost or taking more than the actual production based on time utilised shall be against the very principle of the scheme. However, a new plant is being set up for Vitavax formulation and after that DDT formulation facility shall not be normally used for Vitavax formulation.

8. Ceiling:

A ceiling is already provided in the existing scheme.

9. MEI — C-S Group A, cl. III:

C

The rates of incentive earnings for production factor have been distributed smoothly over increasing productivity, ensuring higher incentive earnings at higher levels of production and avoiding sudden drop in incentive earnings at various levels of production as was the case in old Scheme. In addition there is formulation factor and boosting of production at the starting month in every year by taking average production of preceding year or the standard production whichever is higher also.

10. Leave encashment cl. VIII:

This will be discussed with the Unions before introducing.

11. Trial Period cl. X. 21:

This being a revised Scheme the initial period shall be considered as trial period and so it is clarified in cl. X. 21 that the Management will have right to withdraw/modify etc. during the trial period and thereafter.

12. Cl. 20 and 21:

Such clauses are there in the existing scheme also. It was clarified that while taking decision/interpretation under Clause 20 and 21, Management would explain the position to the Unions and also consider the views of the Unions, if any.

13. USL. cl. IV. Group B (USL-Incentive):

The incentive is directly related to the output of USLs which will give higher incentive depending on production.

14. Payment on the last working day-cl. X. 8:

This is as per cl. 9 of the wage settlement dated 15-2-1980.

15. Over-Time:

It was explained that this was only for helping in supervisory control and is not directly related to workmen.

16. Imported DDT:

It was clarified that, a specific review of the existing incentive factor for formulation of imported Technical DDT has not been done mainly because DDT may not be available for formulation for long. Therefore, if imported Tech. DDT is not significant, the reward through formulation efficiency factor as mentioned under item 11 of the salient features of the revised incentive scheme that reward for formulation of imported Tech. DDT is through formulation efficiency factor, would adequately cover the additional efforts. In case substantial imported DDT were to be formulated in Delhi factory during 1980-81, Management may get a review done and make applicable the revised imported DDT incentive factor or the existing imported DDT incentive factor in lieu

of the formulation efficiency factor without prejudice to other clauses of the revised incentive scheme which shall apply hereafter to all categories.

17. Raw Material Efficiency Factor (RME):

It was clarified that the reward/penalty on RME factor in the revised incentive scheme is weighted with the average cost of each raw material as the costs of various raw materials are widely varying and, therefore, a cost weighted reward on RME factor would be more appropriate than the uniformly weighted RME factor as in the existing scheme.

Exhibit W.M.-1

FORM H

(Prescribed under Rule 59 of the Kerala Industrial Disputes Rules, 1957)

MEMORANDUM OF SETTLEMENT

Name of the Parties:

Representing Employer:

Hindustan Insecticides Limited, Udyogamandal:

1. Shri V. Kurian John, General Manager
2. Shri M.M. Madan, Dy. General Manager (PD)
3. Shri Thomas Philip, Personnel Manager
4. Shri R.T. Vadhyar, Industrial Relations Officer

Representing Workmen:

1. Hindustan Insecticides Employees Union:

- (i) Shri S.C.S. Menon, President
- (ii) Shri M.B. Hassan
- (iii) Shri P.M. Ali
- (iv) Shri V. Asokan
- (v) Shri N.K. Vasudevan
- (vi) Shri Markose M. Zachariah

2. HIL Workers' Union:

- (i) Shri K.R.P. Nair
- (ii) Shri Paul Muttathil
- (iii) Shri T.V. Sagarani
- (iv) Shri Kunjumohammed
- (v) Shri V. Narayanankutty

3. HIL Employees' Organisation:

- (i) Shri N.K. Mohandas
- (ii) Shri S. Venugopal
- (iii) Shri P. Krishnakutty Nayar
- (iv) Shri P.P. Antony

SHORT RECITAL OF THE CASE

The long term wage settlement dated 6th July 1977 as modified by the settlement dated 22nd September, 1977 expired on 31st March, 1979. On the expiry of the said settlement, the Unions mentioned at serial Nos. 1 and 2 above submitted their charter of demands. The Union mentioned at serial No. 3 was registered only on 28-6-1979. These charters of demands were discussed in various meetings and finally a Memorandum of Settlement was signed on 15th February, 1980 at New Delhi between the management and the unions mentioned at serial

Nos. 1 and 2. According to para 3 of the settlement signed on 15-2-1980, the said settlement was subject to the approval of the Government of India and thereafter it was to be signed jointly by the parties concerned in conciliation before the authorities prescribed under the Industrial Disputes Act, 1947 before implementation. Due to various reasons, the settlement signed on 15-2-1980 at New Delhi could not be signed by the parties concerned in conciliation after receipt of the Government of India's approval. However, a settlement was signed in conciliation by the parties mentioned above on 11th August, 1980 at Trivandrum in which it was agreed that the wage settlement signed on 6th July, 1977 will continue to be in force till a new long term wage agreement is signed. The industrial dispute arising out of the non-signing of the settlement dated 15-2-1980 in conciliation after receipt of Government of India's approval was referred to the Industrial Tribunal, Calicut for adjudication vide Government of Kerala Notification No. G.O. (Rt.) No. 1654/80/LBR dated 1-12-1980. Subsequently by Notification No. L.5 1016/1/80 I & E (SS) dated 16-1-1981, the Government of India, Ministry of Labour, referred the dispute to the National Industrial Tribunal with its Headquarters at Bombay, for adjudication. During the pendency of the dispute before the National Industrial Tribunal for adjudication, the parties mentioned in this settlement have been making attempts to settle the issue by bilateral negotiations. In the meeting between the management and the unions held on 5th September, 1982 at Udyogamandal, it was agreed that the wage settlement signed on 15-2-1980 at New Delhi is acceptable to the unions for implementation subject to certain amendments. Accordingly this Memorandum of Settlement is being signed in conciliation to give effect to the settlement dated 15-2-1980 with the amendments mentioned below.

TERMS OF SETTLEMENT

1. The Memorandum of Settlement signed at New Delhi on 15-2-1980 will be implemented in respect of the workmen of Udyogamandal Unit of HIL covered by the Industrial disputes Act 1947, with modifications to the extent stated below.

(i) Each workman in Udyogmandal unit who is covered by the said settlement shall exercise an option within one month of the signing of this Settlement giving the date with effect from which he would like to come over to the new pay scale and the industrial pattern of DA as given in the wage settlement dated 15-2-1980. The date of option shall be within the currency of the wage settlement, i.e., between 1-4-1979 and 31-3-1983. The one time lumpsum adhoc addition mentioned in Annexure-1 to the memorandum of settlement dated 15th February, 1980 as per that settlement will be given to the workmen with effect from the date they choose to come

over to the new pay scales and the industrial pattern of DA. Pay fixation in such cases will be done as per the provisions of the Settlement dated 15-2-1980 but taking into consideration the basic pay, DA and additional DA in the old pay scale that the workman is drawing on the date of change over chosen by him according to his option. The one time lumpsum adhoc addition will also be determined with reference to the post the workman is holding on the date of change over exercised by him. The option once exercised by the employee concerned shall be final and irrevocable.

(ii) Para 7.5 of the settlement signed on 15-2-198 which deals with School subsidy/Scholarship shall be deleted from the said settlement and the workmen will continue to get existing facilities.

(iii) Para 8 of the settlement dated 15-2-1980 relating to promotion from Operator Grade II to Grade I shall be deleted and the promotion policy regarding promotion from the post of operator Grade II to Operator Grade I as agreed to in the agreement dated 28th/29th August, 1981 will continue to be in force.

(iv) An agreement was signed between the management and the unions on 28th/29th August, 1981 relating to the workstudy report submitted by the National Productivity Council Bangalore. This agreement shall continue to be in force and para 3 of the settlement dated 15-2-1980 shall stand modified to this extent.

(v) Para 9 of the settlement dated 15-2-1980 relating to "Payments" shall stand deleted and the existing practice regarding disbursement of salaries, wages, overtime allowance, incentive etc. shall continue to be in force.

(vi) The one time lumpsum adhoc addition mentioned in Annexure-1 to the settlement dated 15-2-1980 shall be given to all the workmen who were on the rolls of the company on 23rd April, 1980, the date of Government of India's approval to the settlement. However, as mentioned in para 1 (i) above this one time lumpsum adhoc addition will be given only with effect from the date an employee opts to come over to the new pay scale and industrial pattern of DA as per the settlement dated 15-2-1980.

(vii) A copy of the settlement signed at New Delhi on 15-2-1980 is annexed to this settlement as Annexure-A and the same will form part and parcel of this Settlement and will be binding on both the parties except to the extent expressly stated above.

2. The parties also agree that the memorandum of settlement regarding canteen facilities signed at New Delhi on 15-2-1980 will not be implemented for the present and the existing facilities will continue to be in force till 31st March, 1983.

3. It is clarified that all fringe benefits under the wage settlement dated 15-2-1980 are to be effective from 23-4-1980, the date of Government approval, as per provisions of para 4.1 read with para 5 of that settlement.

4. The parties to this settlement will file a copy of this settlement before the National Industrial Tribunal and request the Tribunal to pass an award in terms of this settlement.

Settlement signed on 21st September, 1982 at Udyogamandal.

Signature of parties:

Representing workmen: Representing Management:

1. Hindustan Insecticides Sd/- 1 to 4

Employees Union:

Sd/- i to vi

2. HIL Worker's Union:

Sd/- i to v

3. HIL Employees Organisation:

Sd/- i to iv

Signature and designation

Sd/-

of Conciliation Officer:

(C. NARENDRAN)

DISTRICT LABOUR OFFICER,
ALWAYE

Station : Udyogamandal

Dated 21-9-1982.

MEMORANDUM OF SETTLEMENT

Name of The Parties :

- Representing Employer
1. Dr. R.S. Hamsagar, Chairman and Mg. Director.
 2. Shri G.C. Jain, General Manager, Delhi Unit.
 3. Shri M.M. Kayastha, General Manager, Rasayani Unit.
 4. Shri A.N. Natarajan, General Manager, Udyogamandal Unit.
 5. Shri J.T. Kotheth, Dy. General Manager (PD).
 6. Shri N.H. Borde, Administrative Officer, Rasayani Unit.
 7. Shri Thomas Philip, Personnel Manager (I/C), Udyogamandal Unit.
 8. Shri A.S. Tyagi, Offg. Personnel Manager, Delhi Unit.

9. Shri T.R. Sarin,
Personnel and Industrial Relations Officer,
Head Office.

Representing Workmen:

- | | |
|--|--|
| 1. Hindustan Insecticides Employees Union, | 1. Shri H.R. Chanda,
President. |
| | 2. Shri K.S. Chauhan,
Secretary. |
| | 3. Shri V.C. Saxena,
Treasurer. |
| 2. Hindustan Insecticides Karamchari Union, Delhi Unit. | 1. Shri K.B. Joshi,
President. |
| | 2. Shri O.P. Hooda,
Gen. Secy. |
| | 3. Shri M.L. Rewari,
Secretary. |
| 3. Hindustan Insecticides Employees Union, Udyogamandal Unit. | 1. Shri T.K. Kumaran,
Vice President. |
| | 2. Shri A.V. Sarchandran,
Jt. Secy. |
| | 3. Shri Jose Mathew,
Jt. Secy. |
| 4. Hindustan Insecticides Ltd. Workers Union, Udyogamandal Unit. | 1. Shri Joy Ktoop Menacherry,
Vice President. |
| | 2. Shri C.M. Ipura,
Secretary. |
| | 3. Shri T.P. Varghese,
Jt. Secretary. |
| 5. Hindustan Insecticides Ltd. Rasayan Employees Union. | |

PART A

SHORT RECITAL OF THE CASE

The long term settlement dated 14th September 1977 with the Union at Delhi Unit and dated 6th July 1977 with the Unions at Udyogamandal Unit concluded separately, effective from 1-1-1976 expired on 31-3-1979. The various Unions of HIL's Units at Delhi, Udyogamandal and Rasayani submitted their fresh Charter of Demands on 3rd April, 1979, 14th May 1979, 23rd May 1979 and 19th September 1979. They also submitted Supplementary Charter of Demands on 31st May 1979, 19th July 1979, 18th September 1979, 7th and 10th December, 1979. In the first Joint Conference of all the Trade Unions of HIL at Karnala (Maharashtra State) on 20th and 21st April, 1979, the Management explained the desirability of having a Company-wise wage settlement and after discussions all the Unions agreed for having a Company-wise wage settlement.

With a view to reach an amicable settlement in a peaceful and cordial relations a series of discussions were held between the representatives of the Management and the aforesaid Unions on various issues covered by the Memorandum of Demands on 18th and 19th October 1979 in New Delhi and on 13th and 15th November, 1979 at Hyderabad and again in New Delhi on 1st to 7th February, 1980 and 14th and 15th February, 1980 (the representatives of Hindustan Insecticides Limited Rasayani Employees Union attended all the meetings upto 3rd February, 1980) and in view of the assurances given by the Unions to observe the Code of Discipline and uphold the joint declaration of the first Joint Conference of the Trade Unions' leaders from all Units

and the Management of HIL held on 20th and 21st April, 1979 at Karnala (Maharashtra State) that "..... production, productivity and culture of HIL shall stand above everything else", in its entirety and to maintain continued cordial relations, high standard of discipline, high level of productivity and increased efficiency in the use of raw materials and to co-operate in the management in all the aspects and in every manner, the following settlement has been arrived at, between the Management and the Unions representing the workmen.

PART B

TERMS OF SETTLEMENT

1. Applicability of Settlement :

This settlement shall be applicable to all the workmen working at our Units in Delhi including Head Office, Udyogamandal (Kerala State), Rasayani (Maharashtra State) and Regional Sales Offices of the Company, who are covered under the Industrial Disputes Act, 1947 subject to the limitations of the individual items of settlement.

2. Period of Settlement :

This settlement shall be in force for a period of four years from 1-4-1979 to 31-3-1983 and will continue to be in force after the said period until the expiry of 2 months of the date after notice in writing to terminate the agreement being given by either party.

3. Conditions of Settlement :

This settlement is subject to the approval by the Government of India and thereafter it shall be jointly signed by the parties concerned in conciliation before the authorities prescribed under the Industrial Disputes Act before implementation. The remaining two parts of the wage-package namely Work Study being conducted by National Productivity Council, and review of the Incentive Scheme being conducted by Public Enterprises Centre for Continuing Education, New Delhi shall also be accepted and annexed to the Wage Settlement before signing in conciliation before the Labour Commissioner. The agreement shall be implemented after Government approval and signing in conciliation as mentioned above.

It is agreed to by the Unions that during the operation of this Settlement, the Unions and the workmen shall not raise any type of demand involving financial implications.

4. GENERAL WAGE BENEFITS :

4.1 Effective Date :

The general wage benefits under the settlement shall be calculated retrospectively with effect from 1-4-1979 after receipt of Government approval. The fringe benefits, however, shall be as applicable as detailed under para—5.

4.2 New Pay Scales :

The new pay scales against the existing pay scales are at Annexure-1.

The above pay scales shall take care of the points upto 300 points of All India Consumer Price Index (AICPI).

4.3 Fitment Method :

The fitment in the pay scales shall be done in the following manner :

4.3.1 To the present basic pay of the employees as on 31-3-1979 shall be added an amount equal to or nearest lower to the difference between starting basic pay of the new scale and the starting basic pay of the pre-revised scale by deducting the actual required amount from the total amount of old dearness allowance including additional dearness allowance as applicable on 31st March 1979 plus one time adhoc addition (as given under 4.3.8) in such a way that the sum of existing basic pay and the amounts so added fall exactly at a stage in the new pay scale. For the purpose of above difference between the starting of the pre-revised scale and revised scale, the minimum starting of the lower scale in the group shall be taken, wherever grades are grouped and revised.

4.3.2 Anomaly :

As a result of fitment if a junior draws more pay than a senior in the new pay scale even in the same grade and

same trade, such a situation shall not be treated as anomalously and will not be rectified, except those covered under 4.3.4 and 4.3.5 below.

In the case of employees who have joined after 31-3-1979, no addition of one time lump sum ad hoc benefit will be given. Their pay will be fixed in the manner under 4.3.1 above exclusive of the lump sum one time ad hoc payment. However in case of workmen who have joined after 31-3-1979, but before 31-12-1979 the fall in emoluments if any (as compared to the emoluments already paid) as a result of differential in D.A. at Central DA rates and the new DA rate, such fall in emoluments shall not be recovered.

The employees who join HIL, after the date of Government approval to this Settlement, will be appointed in the new pay scales.

4.3.3 Stagnational Benefit :

Employees who reach or are fitted at the maximum of the revised pay scale in the revised wage structure on 1-4-1979 or reach the maximum of their revised scale of pay at any time during the operation of this agreement will be allowed one stagnation increment equivalent to the last incremental rate in the revised scale after 2 years from the date of their reaching the maximum of the revised scale, provided that they are otherwise eligible for such increment under the existing rules of the Company and these stagnation increments will not be granted if such employees get promoted or their scales are revised upward for any other reason, provided that the 2nd increment envisaged in this clause will be granted only if it falls during the operation of this agreement.

4.3.4 Only one type of anomaly to be rectified in future :

In the new pay scales only one type of anomaly shall be rectified. This would be the anomaly arising out of a junior getting promotion after receiving an increment in the lower grade or a senior getting promotion before receiving his increment in the lower grade, such an anomaly shall be rectified by pre-dating the date of increment of the senior to that of the junior.

The above pre-dating will be subject to the following conditions :—

(a) Both the junior and the senior employees should belong to the same trade and the post in which they have been promoted should be identical.

(b) The pre-revised and revised grades of pay of the lower and higher posts, in which they are entitled to draw pay should be identical, and

(c) The anomaly should be directly as a result of the application of pay fixation formula i.e. to add one national increment in the substantive post and fixation of the next higher stage in the promoted grade. For example, if even in the lower post the junior employee was drawing more pay in the pre-revised scales than the senior by virtue of fixation of pay under the normal rules or any advance increments granted to him etc., the provisions as said above will not be invoked to step up the pay of the senior employee.

4.3.5 Anomaly on first fixation on new scales : If a senior employee who had reached maximum of the pre-revised grade gets lower pay than his junior in the same revised grade and trade due to the junior drawing his first increment in the revised grade earlier, the date of increment of the senior shall be pre-dated to that of his junior drawing higher pay as per 4.3.4 above.

4.3.6 No other "Anomalies" to be rectified : With the above, the practice of pre-dating the date of increment in all other cases of "anomalies" listed below including those wherever it was allowed in the past stands discontinued hereafter.

(1) Postponing increment date on account of EOL, disciplinary action, study leave, unauthorised absence etc.

(2) Junior getting increments by virtue of joining earlier than his senior higher to the merit list of selection.

(3) Fixation as a result of wage agreement.

(4) Advance increments given at the time of first appointment.

(5) Lateral transfer.

(6) Internal candidates getting selected through open recruitment.

(7) Broken officiating period benefit given by pre-dating increment.

(8) Anomaly as a result of practice of refixation of pay of a promotee on his date of increment in the lower grade.

4.3.7 No refixation of pay of a promotee : With the above, the practice of refixation of pay of a promotee from his date of first increment in the lower grade after promotion wherever it was practised shall also stand discontinued.

4.3.8 One time lump sum ad hoc addition : All regular workmen on the rolls of HIL, as on 31-3-1979 shall be given a lump sum one time ad hoc addition as per annexured and this shall be reckoned for fitment and personal ad hoc allowance as per fitment formula given under 4.3.1.

4.3.9 New Dearness allowance : From the amount left after deducting the fitment amount as per formula given including Additional DA as on 31-3-1979 and one time ad hoc under para 4.3.1 above, from the total amount of old DA addition, the amount of Rs. 49.40 shall be deducted and kept as new variable DA as on 1-4-1979 for AICPI 38 points with neutralisation at Rs. 1.50 per point. This variable DA will be adjusted every quarter with effect from 1-4-1979 at Rs. 1.30 per point on variation of all India Consumer Price Index based on 3 months average. The variable D.A. @ Rs. 1.30 per point rise or fall will be payable beyond AICPI No. 300. The VDA will be revised every quarter and be paid on 1st April, 1st July, 1st October and 1st January on the All India Consumer Price Index for the preceding quarter October-December, January-March, April-June and July-September respectively. The VDA of Rs. 49.40 for the quarter April-June, 1979 is based on AICPI No. 338. With the introduction of above system, the existing pattern of following Central Government rates of DA shall stand discontinued.

In case the present pattern of the rate of neutralisation at Rs. 1.50 per point of AICPI for industrial workmen is revised by the Central Government and the same is approved by the Government, the same revised rate of neutralisation pattern shall apply to HIL workmen also from the effective date of such revision by the Central Government.

4.3.10 Personal ad hoc allowance : The amount, if any, left over after deducting the fitment amount and new DA amount from the total amount of old DA including additional DA as on 31-3-1979 and one time ad hoc addition, shall be retained as Personal Ad hoc Allowance (PAA). This PAA shall not attract any other benefit except those attracted by DA and shall remain as such with the individual employee having his PAA even on promotion.

5. Allowances : All allowances shall be effective from the date of Government approval.

5.1 House rent allowance : House Rent Allowance shall be as per BPE's pattern for various localities in India.

As per BPE's existing pattern of HRA, the following shall be brought and wherever the present HRA based on package deal of past wage settlement for various workmen in HIL is not in accordance with the above pattern, the same shall be brought to match with the pattern with effect from 1st April, 1979 subject to the Central Government rules as applied to HRA payments.

(i) Delhi/Bombay	30% of basic pay
(ii) Calcutta/Madras/Hyderabad	25% of basic pay
(iii) B1, B2 and other A class cities	15% of basic pay
(iv) Class C and unclassified localities/towns/cities	7% of basic pay

5.2 Incentive Payment :

With the introduction of new pay scales with effect from 1-4-1979, there will be no change in the standard wages for the purpose of payment of production incentive and the standard wages of workmen frozen at the then existing level in the earlier settlement will continue to operate.

On receipt of the report of the Public Enterprises Centre for Continuing Education (PECCE) who are entrusted with the review of the existing Production Incentive Scheme in our Units, the revised scheme shall be accepted before implementation of this agreement.

5.3 Washing Allowance :

It was agreed that the Washing Allowance to those of the employees who are getting uniforms will be increased from Rs. 7/- to Rs. 9/- per month.

5.4 Night Duty Allowance :

It was agreed that the workers coming in 2nd shift i.e. 2 P.M. to 10 P.M. at Delhi Unit and 4 P.M. to 12 midnight to Udyogamandal Unit will be given an allowance of Re. 1/- per 2nd shift in addition to the existing allowance paid in 3rd shift at both the Units.

5.5 Cash Handling Allowance :

The Cash Handling Allowance shall be raised from the present level of Rs. 50/- to Rs. 55/- p.m. to the Cashier. In the absence of the Cashier drawing Cash Handling Allowance, the person asked to take over the duties of Cashier, shall be paid Cash Handling Allowance on proportionate basis on the number of days the Cash Handling work is done.

5.6 Heavy Vehicle Allowance : The practice of giving lump sum monthly Heavy Vehicle Driving Allowance to the drivers holding Heavy Vehicle Driving Licence, irrespective of the Duty performed by the driver on Heavy Vehicle, shall be discontinued forthwith. At present some drivers only are in receipt of a sum of Rs. 25 at Delhi and a sum of Rs. 35 at Udyogamandal as lump sum Heavy Vehicle Driving Allowance per month. In case of such drivers, a sum of Rs. 23 at Delhi and a sum of Rs. 32 at Udyogamandal shall be added to the Personal Adhoc Allowance, as on the date of Government approval to this settlement, of such drivers actually in receipt of the said lump sum monthly Heavy Vehicle Driving Allowance as on 31-3-1979. Hereafter Heavy Vehicle Driving Allowance shall be linked to actual duty performed on Heavy Vehicle and the following allowances system shall come into force with effect from the date of Government approval to this settlement

(i) For every day's duty included the overtime duty, if any, performed locally on heavy vehicle i.e. within Municipal limits of 24 Kms. whichever is more, the Driver shall be paid a sum of Re. 1 only irrespective of the time performed subject to a maximum of Rs. 12 in a calendar month.

(ii) For every outstation trip duty on heavy vehicle performed outside the local area as defined in (i) above the driver shall be paid a sum of Rs. 2 per to and fro trip with a maximum limit of Rs. 24 in a calendar month.

5.7 Cyclostyling-Photocopying Allowance : The amount of this allowance shall be increased from the present Rs. 25 to Rs. 28 for those who are in receipt of such allowance. Employees in receipt of cyclostyling/photocopying allowance shall

hereafter not be entrusted to carry out cyclostyling/photocopying work on over-time.

5.8 Bus-subsidy : In places like Delhi, Hyderabad, Ahmedabad and Calcutta where city/State Public Transport facility exists, reimbursement on such transport expenses incurred by the workmen for journey from their residence to the office/Factory and back will be made at the rate of Rs. 10 per month for actual number of days of attendance. However, the existing pattern at Udyogamandal Unit will continue.

6. Uniforms and Protective Aids :**6.1 Shoes :**

The existing reimbursement for purchase of shoes to eligible employees is hereby raised to Rs. 50/-

6.2 Uniforms :

The total cost of uniforms including stitching charges in case of cotton uniforms per set shall hereafter not exceed Rs. 70/- and that of the terrycot set Rs. 140/-. The other terms and conditions remaining the same. The colour of uniforms will be settled locally. All employees eligible for uniforms shall ensure that they strictly adhere to the instructions to wear uniforms while on duty. The cost of woollen given at Delhi including stitching charges shall be limited to the present following cost per uniform set:—

Rs.

(i) Woollen uniforms to plant workers once in two years including stitching charges.	205.00
(ii) Woollen Jerseys to plant workers once in five years	95.00
(iii) Woollen uniforms to drivers and peons once in two years including stitching charge.	205.00
(iv) Woollen Jerseys to drivers and peons once in two years	80.00
(v) Woollen overcoat to drivers once in 5 years including stitching	175.00
(vi) Woollen socks for drivers and peons once a year	11.00

6.3 Umbrella :

The Present rate of reimbursement for purchase of umbrella at Udyogamandal shall be increased from Rs. 30/- to Rs. 35/-.

6.4 Special item for Administration Staff

6.4.1 A pen and a ball point pen set costing not more than Rs. 25/- shall be given to all the Administration Staff who are not entitled to any uniforms at Udyogamandal once during wage agreement period.

6.4.2 At Delhi all Administration Staff including Head Office not entitled for uniforms shall be reimbursed once during the pendency of this agreement a sum of Rs. 50/- for purchase of raincoat.

6.6 Ball Point pen to skilled workmen : Skilled workmen who have to enter log sheets etc., shall be given one ordinary ball point pen with original fill once every quarter and a

refill once for remaining 2 months of the quarter. For Delhi Unit, existing practice will continue.

7. Welfare Facilities :

7.1 Leave Travel Concession.—In case of L.T.C. for block period of once in 4 years as applicable at Delhi Unit shall be relaxed to include the 1st 400 Kms/160 Kms as per decision taken by the Central Government. At Udyogamandal Unit, the facility of LTC for a block period of once in four years as at Delhi shall also be extended in lieu of the present practice of Picnic every year.

7.2 Medical/ESI coverage :

7.2.1 Industrial workmen drawing wages upto Rs. 1000 per month and working at Head Office who are covered under CGHS at present shall also be extended the coverage of ESI as in Delhi Unit with effect from 1-1-1980 instead of present CGHS coverage.

7.2.1 Those industrial workmen at Head Office and Delhi factory who are drawing wages above Rs. 1000 per month and are covered so far under CGHS scheme as well as such workmen staying outside CGHS area shall also be extended medical facilities as per Company's medical scheme for allopathic treatment only from empanelled Doctors, Hospitals and Chemicals.

7.3 Sweet Packets—In lieu of the present sweet packet distribution on Nation Festival days at Udyogamandal the same system of sweet packet distribution as at Delhi shall be introduced. However, the National-Festival days on which such sweet packets shall be given will be as under :

Republic Day—500 grms.

Miladi Sheriff—500 grms.

Independence day—500 grms.

Onam—500 grms.

Christmas—500 grms.

7.4 Loans and Advances.—The present system of loans and advances shall continue at the same rates as applicable at the different Units. However time limits prescribed for drawal and utilisation of the loans and advances, if not followed, the concerned employee shall not be entitled for any loan or advance till such time the entire amount of such loan/advance is recovered from the salary, arrears and bonus, if any. Even after recovery of such unutilised loan/advance drawn by the employee, he shall not be entitled for the particular loan/advance which he has failed to utilise as required. However, on recovery of the entire amount taken as loan/advance along with interest, if any, the concerned employee shall be entitled for other loans/advance other than the one under which he has defaulted.

In case of scooter loan, the time limit for drawal of the loan from the date of notification shall be 3 months and the employee drawing such loan shall be given one month's time for producing the scooter registration papers in his name along with relevant documents. In case there is a delay in obtaining the final registration papers, proof of purchase of scooter by producing receipt of registration taken along with deposit with the registration authorities will be considered as proof of purchase. However, other formalities will have to be completed before the expiry of one month period from the drawal date.

7.5 School subsidy/scholarship.—Only those HIL employees' 193 children who are studying in FACT School as on the date of this agreement shall continue to be covered under the practice of paying school contribution to FACT as long as these students continue to be in FACT school. In future, HIL shall have no responsibility towards sponsoring employees' children to FACT School or paying contribution except in respect of those 193 employee's children presently studying till such time they continue to be in FACT school and those 193 children shall not be entitled to scholarship under the HIL's Scholarship Scheme.

In case of employees' children studying in other schools (including new entrants to FACT school), the present scholarship amount shall be enhanced as under :—

Category of student	Present Scholarship		Revised scholarship	
	1st child	2nd child	1st child	2nd child
	Rs.	Rs.	Rs.	Rs.
a. 1st to 4th std.	30	15	35	20
b. 5th to 8th std.	40	20	45	25
c. 9th to 11th std.	50	25	55	30
d. College students	60	30	70	35
e. 1st position in class	10 adl.	10 adl.	20	20
f. 2nd position	5	5	10	10

7.6 HIGHER EXAMINATION FEE REIMBURSEMENT ETC.

In order to encourage employees to attain higher qualifications in their line of service after joining HIL and after prior approval of the Management, either on leave on loss of pay or part time will be given reimbursement of examination fee and other expenses subject to a maximum as detailed below and as already applicable at Udyogamandal:

Examination/Professional qualification	Quantum of monetary award	
(a) Pass in Sections A & B of examinations conducted by Institute of Engineers (India) that are considered equivalent to Degree in Chemicals, Mech. Elec. and Civil Engineering	Examination fee plus Rs. 500/-	
(b) Pass in final examination of Institute of Cost & Works Accountants of India or Chartered Accountants of India	Examination fee plus Rs. 300/-	
(c) Pass in examination conducted by recognised Institutions or professional bodies that are considered equivalent to Diploma in Chemical, Mech., Elec. and Civil Engineering	Examination fee plus Rs. 200/-	
(d) Degree in Commerce from recognised Universities	Examination fee plus Rs. 200/-	
(e) Degree in science/Arts or post-graduate diploma in Science/Arts/Social Science	Examination fee plus Rs. 150/-	
(f) Pass in National Certificate Examination in Supervision conducted by National Productivity Council, New Delhi.	Examination fee plus Rs. 150/-	

- (g) Certificate awarded by Industrial Training Institute set up by Govt. or similar institutions recognised by Government Examination fee plus Rs. 100/-
- (h) Wiremen's permit and boiler attendant's certificate Examination fee plus Rs. 50/-

The maximum expenditure on this account in a year shall be limited to Rs. 5000/-.

7.7 Township :

Employees who vacate the township quarters shall be entitled to HRA from the very next day of the date of the vacation of the quarter.

7.8 Effective dates of allowance and other items covered under paras

5.6 AND 7:

Effective dates of those items which are not specifically mentioned shall be the date of the Government approval to the agreement.

8. Recruitment and promotion rules :

In case of promotion from Operator Gr. II to Gr. I, the existing ratio of 7th pass workmen with 10 years experience to metric with 7 years experience and higher qualified workmen shall continue to be 40 : 60. However such seventh pass workmen who have completed 15 years of operational service shall be considered for promotion along with those of metric and higher qualified on a common seniority.

9. Payments :

All payments to workmen due every month on account of salaries, wages, overtime, allowances, incentive etc., shall be paid only on one day on the last full working day of each month. Under the present system such of the payments made during a particular month on different days shall now be paid on the last full working day of the month under the new scheme and supersede the present system. For this purpose on the pay day suitable number of additional counters, if any, required shall be opened for pay disbursement.

10. Work discipline

It is agreed to by the Unions that Management shall have the full discretion with regard to shift/plant/department duty allocation and inter-change of duties and duty allocations during duty hours.

11. Looking after higher responsibilities during shift :

To cover absenteeism in shifts first leave reserves who are common to all plants shall be allocated. After exhausting leave reserves, looking after high responsibilities shall be arranged in chain. Payments

for such chain arrangements which are of less than 10 days shall be made only once a quarter for the period ending 31st March, 30th June, 30th September and 31st December each year.

11. Other demands :

The Union agreed to drop other demands submitted by them in their Charter of Demands mentioned in Para 1 of Pt. 'A' but not covered above and also agreed to accept this settlement as full and final settlement of their Demands.

12. Other current benefits:

All other benefits currently in vogue but not specifically covered under this Settlement shall continue to be in operation according to the specific terms of those benefits.

Agreement signed on 15th February, 1980 at New Delhi.

For and on behalf of the Management of Hindustan Insecticides Limited. For and on behalf of the HIL's Trade Unions.

1. Dr. R.S. Hamsagai (Sd/-)	1. H.R. Chanda(-)
2. G.C. Jain (Sd/-)	2. K.S. Chauhan (Sd/-)
3. M.M. Kayastha (Sd/-)	3. V.C. Saxena
4. A.N. Natarajan (Sd/-)	4. K.B. Joshi (Sd/-)
5. J.T. (Kolath) (Sd/-)	5. O.P. Hooda (Sd/-)
6. N.H. Borde	6. M.L. Rewari (Sd/-)
7. Thomas Philip	7. T.K. Kumaran (Sd/-)
8. A.S. Tyagi (Sd/-)	8. H.V. Sarachandran (Sd/-)
9. T.R. Sarin (Sd/-)	9. Jose Mathew (Sd/-)
	10. Joy Ittoop Menacherry (Sd/-)
	11. C.M. Ipura (Sd/-)
	12. T.P. Varghese (Sd/-)

WITNESSES:

1. N.D. Kalra PS (Sd/-)
2. Krishan Chander Private Secretary (Sd/-)

ANNEXURE 1

STATEMENT OF PAY SCALES

Sl. No.	Existing pay scales	One adhoc addition as per para 4.3.8 for regular workmen on the rolls of HIL as on 31-3-1979	New pay scale vide Para 4.2

Rs.	Rs.	Rs.
1. 210-290	50.00	300-6-324-7-394-9-426-
2. 260-388		370-8-450-10-530

Rs.		Rs.
3. 275-500	} Rs. 60.00	400-11-488-12-596-14-78
4. 275-520		
5. 290-430		
6. 276-529		
7. 305-500	Rs. 60.00	450-11-538-12-658-14-700
8. 308-640	} Rs. 75.00	450-16-578-21-788-23-880
9. 320-640		
10. 350-640	Rs. 75.00	49816-578-21-788 23-880
11. 425-700	} Rs. 85.00	575-21-659-26-971
12. 440-700		
13. 425-775		
14. 440-775	Rs. 85.00	575-21-659-26-1075
15. 455-850	Rs. 85.00	615-21-699-26-1167
16. 550-870	Rs. 95.00	700-30-940-32-1100-35-1205
17. 550-900	Rs. 95.00	700-30-940-32-1100-35-1240
18. 590-900	Rs. 95.00	750-32-910-35-1120-40-240

MEMORANDUM OF SETTLEMENT

Names of Parties

Representing Employer:

- (1) Dr. Ram S. Ham-sagar,
Chairman & Managing Director.
- (2) Shri M.M. Kayastha
General Manager.
- (3) Shri J.T. Kothel,
Dy. General Manager (PD).
- (4) Shri N.H. Borde,
Administrative Officer.
- (5) Shri T.R. Sarin,
Personnel & Industrial Relations Officer.

Representing Workmen

Hindustan Insecticides
Rasayani Employees'
Union (HIREU)

- (1) Shri S.Y. Purnaik,
Vice-President.
- (2) Shri M.P. Sukumara
General Secretary.
- (3) Shri William George
Executive Member.

PART-I

SHORT RECITAL OF THE CASE :

Hindustan Insecticides Rasayani Employees' Union (HIREU) submitted their Charter of Demands dated 18th September, 1979 and 7-12-1979. They have also submitted supplementary Charter of Demands dated 10-12-1979 for concluding the wage settlement. The representatives of HIREU participated in all the Joint Conferences held for discussing

on the Charter of Demands submitted by the trade unions of HIL on different dates upto 3rd February, 1980 and thereafter they had discussions with the Management from 18th to 21st February, 1980. After discussions, the following settlement has been reached at between the Management and the Union representing the workmen.

PART-B

TERMS OF SETTLEMENT

The union accepted the settlement concluded with the trade unions of Delhi and Udyogamandal units on 15-2-1980 at Delhi (copy enclosed) as follows :—

1. Part-A of settlement dated 15-2-1980—Accepted as such by the union.
2. Part-B of settlement dated 15-2-1980—Paras 1,2,3 and 4—Accepted as such by the union. In case of item 3 regarding work study, however, as soon as the plants at Rasayani unit go into production a workstudy will be conducted by National Productivity Council. The union agreed to accept the result of the workstudy. (here after only the various paragraphs in Part-B of the settlement dated 15-2-1980 concluded with the representatives of the unions at Delhi and Udyogamandal units are mentioned under each item)
3. Para 5.1, 5.2 and 5.3—Accepted as such by the Union.
4. Para 5.4 :—Night Duty Allowance.

It was agreed that the workmen coming in third shift i.e. from 10 P.M. to 6. A.M. shift at Rasayani will be given an allowance of Rs. 2/-(two only) per third shift and Rs. 1/- (one only) to those coming in second shift i.e. from 2 P.M. to 10 P.M.

5. Paras 5.5, 5.6 and 5.7—Accepted as such by the union.

6. Para 5.8—Bus subsidy:

The transport facilities as already agreed for Rasayani will continue.

7. Para 6—Uniforms & Protectives ;

Shoes—Reimbursement for purchase of shoes to eligible employees will be at the rate of Rs. 50/- (fifty only) subject to other rules as existing in Delhi Unit.

Uniforms—The total cost of uniforms including stitching charges in case of cotton uniforms per set shall hereafter not exceed Rs. 70/- (Seventy) and that of terrycot set Rs. 140/- (Rs. One hundred and forty only) other terms and conditions remaining the same. The colour of uniforms will be settled locally. All eligible employees for uniforms shall ensure that they strictly adhere to the

instructions to wear uniforms while on duty. The issues on uniforms etc. will be limited to the present items listed below :

- | | |
|--|---|
| (1) All workmen working in Plant area (excluding staff working in stores or elsewhere) | Two sets of terrycot in the 1st year followed by two sets of cotton uniforms next year i.e. 2 sets of terrycot and 2 sets of cotton uniforms in alternate years. One pair of shoe every year and the reimbursable cost not to exceed Rs. 50/- (Fifty only). |
| (2) Drivers | Same as at Sr. No. (1) above except shoes. One cap every two years. One pair of shoe once in two years and one pair of chappal every year. Cost of shoe Rs. 50/- (Fifty) but chappal to cost less. |
| (3) Peons/Sweepers/Mali | Same as at Sr. No. (2) above but no cap. |
| (4) Stock Verifier/Storekeeper | Uniforms as at Delhi Unit. |
| 55) Turbans for Sikh employees only. | Two number every year for those getting uniforms only. |

Umbrella—All regular workmen shall be reimbursed an amount of Rs. 35/- (Thirty five only) per year for purchase of Umbrella.

8. Para 6.4—Special items for Administrative Staff.

A pen and ball point pen set costing not more than Rs. 25/- (Twenty five only) shall be given to all the administrative staff who are not entitled for uniforms at Rasayani once during the wage settlement period.

9. Para 6.5—Ball point pen to skilled workmen. Agreed to as such by the Union.

10. Para 7—Welfare activities.

7.1 Accepted as such by the union.

7.2 It was decided to empanel Doctors, Chemists and Hospitals as at Delhi Unit under the Company's scheme for stations other than Rasayani. However, from the date of introduction of ESI coverage for Rasayani the workmen drawing salary upto Rs. 1,000/-per

month will be covered under ESI scheme and they will cease to be covered under the Company's scheme.

7.3 Sweet Packets : In lieu of the present sweet packet distribution on National festival days at Rasayani the same system of sweet packet distribution at Delhi shall be introduced. The cost per Kg. of sweet shall be limited upto Rs. 25/- (Twenty five).

7.4 Accepted by the union within the limits of the Record Notes of discussions dated 21st February, 1980 signed in the matter.

7.5 School subsidy/Scholarship. This will be as already agreed and covered under Record Notes of discussions dated 21st February, 1980.

7.6 Higher examination fee, reimbursement etc. Agreed to as such by the union.

7.7 Township

(i) Employees who vacate township quarters shall be entitled to HRA on the very next day of the date of vacation of quarter.)

(ii) As the representatives of the union pressed for fixing a ceiling rent for various type of quarters., it was agreed to take up the following proposal with the Govt. for approval:

10% (ten) of minimum of pay range for 'A' type quarters which works out to Rs. 21/- (Twenty one) per month and for 'B' type to Rs. 50/- (Fifty). per month.

This ceiling rent shall be effective only if the same is specifically approved by the Government.

7.8 Effective dates of allowance and other items covered under para 5, 6 and 7.

Effective dates of those which are not specially mentioned in the concerned item shall be the date of Government's approval to the agreement.

11. Para 8—Not applicable to Rasayani.

12. Paras 9, 10, 11, 12 and 13—Accepted as such by the union Annexure I—Accepted as such by the union.

At the time of signing the settlement before the conciliation, these clauses shall also be suitably incorporated in the Company-wise settlement.

Signed on the 22nd day of February, 1980 at New Delhi.

For and on behalf of the Management of Hindustan Insecticides Ltd. For and on behalf of Hindustan Insecticides Employees Union.

Sd/- Sd/-
1. (Dr. Ram S. Hamsagar) 1. (S.Y. Puranik)
Sd/- Sd/-
2. (M.M. Kayastha) 2. (M.P. Sukumaran)
Sd/- Sd/-
3. (J.T. Koleth) 3. (William George)
Sd/-
4. (N.H. Borde)
Sd/-
5. (T.R. Sarin)
Sd/-
Witnesses : 1. (N.D. Kalra)
Sd/-
2. (A.L. Sebastian)

FORM H

(Prescribed under rule— of the Industrial Disputes Rules—)

MEMORANDUM OF SETTLEMENT

Name of the parties :

Representing Employer :

Hindustan Insecticides Ltd., Rasayani

1. Shri B. N. Dabas, General Manager
2. Shri R. K. Bhateja, Finance Manager
3. Shri G. P. Srivastava, Personnel Manager

Representing workmen :

HIL Rasayani Employees Union

1. Shri K. H. Dastoor
2. Shri S. Y. Kamble
3. Shri R. S. Deshmukh
4. Shri M. P. Sukumaran
5. Shri S. K. Khaire
6. Shri K. D. Mhatre
7. Shri P. G. Jitekar
8. Shri N. K. Soman
9. Shri R. J. Mali
10. Shri G. G. Mundhe

Short Recital of the case

The Hilreu had submitted a Charter of Demands on 29th September, 1979. Similarly Charter of Demands were submitted by the Unions functioning in the Udogamandal and the Delhi units of HIL on expiry of the wage settlement which were effective in those units upto 31-3-1979. The Charter of Demands submitted by all these unions including the CODS submitted by Hilreu were discussed in several meetings and finally a company-wise wage settlement was signed at New Delhi on 15-2-80. The HILREU signed another settlement with the Management of the Company on 22-2-1980 at New Delhi under which they accepted the company-wise settlement signed on 15-2-80 with certain modifications. A copy of the settlement dated 15-2-80 and a copy of the settlement dated 22-2-80 are annexed as Annexure-I and II to this settlement.

Paragraph 3 of the Company-wise wage settlement signed on 15-2-1980 provided that the settlement is subject to the approval of the Govt. of India and thereafter it shall be jointly signed by the parties concerned in conciliation before the authorities prescribed under the Industrial Disputes Act before implementation. The approval of the Govt. to the Company-wise settlement of 15-2-1980 and the settlement signed with the

HILREU signed on 22-2-1980 was received under the Govt. of India letter No. L-40023/3/79-PEST dated 23-4-80. Due to various reasons the settlements signed on 15-2-80 and 22-2-80 between the management and the HILREU could not be signed by the parties concerned in conciliation after receipt of the Govt. approval. The dispute arising out of the non-signing of the settlement dated 15-2-80 and 22-2-80 in conciliation after receipt of Govt. approval has been referred to the National Industrial Tribunal with its Headquarters at Bombay by the Govt. of India, Ministry of Labour, vide Notification No. L-51016/1-80-I&E(SS) dated 16th January, 1982. During the pendency of the settlement before the National Tribunal the parties mentioned in this settlement have been making attempts to settle the issue by bilateral negotiations. Accordingly, this Memorandum of Settlement is being signed giving effect to the settlement dated 15-2-1980 and dated 22-2-1980 with amendments mentioned below:—

TERMS OF THE SETTLEMENT

1. The Memorandum of Settlement signed between the Management of HIL and HILREU on 15-2-1980 and 22-2-1980 will be implemented in respect of the workmen of Rasayani unit of HIL covered by the Industrial Disputes Act, 1947 with the modifications to the extent stated below:—

(i) Each workmen in Rasayani unit who is covered by the said settlements shall exercise an option within one month of the signing of this Settlement giving the date with effect from which he would like to come over to the new pay scales and the industrial pattern of DA as given in the wage settlement dated 15-2-1980 and 22-2-1980. The date of option shall be within the currency of the wage settlement, i.e. between 1-4-1979 and 31-3-1983. The one time lumpsum adhoc addition mentioned in Annexure-I to the memorandum of settlement dated 15th Feb. 1980 as per that settlement will be given to the workmen with effect from the date they choose to come over to the new pay scales and the industrial pattern of DA. Pay fixation in such cases will be done as per the provisions of the Settlement dated 15-2-1980 and 22-2-1980, but taking into consideration the basic pay, DA and additional DA in the old pay scale that the workmen is drawing on the date of change over chosen by him according to his option. The one time lumpsum adhoc addition will also be determined with reference to the post the workman is holding on the date of change over exercised by him. The opinion once given and exercised by the employee concerned shall be final and irrevocable.

(ii) The one time lumpsum adhoc addition mentioned in Annexure-I to the settlement dated 15-2-1980 shall be given to all the workmen who were on the rolls of the Company on 23rd April, 1980, the date of Govt. of India approval to the settlement. However, as mentioned in para 1(i) above, this one time lumpsum adhoc addition will be given only with effect from the date an employee opts to come over to the new pay scale and industrial pattern of DA as per the settlement dated 15-2-1980.

(iii) A copy of the settlement signed at New Delhi on 15-2-1980 and 22-2-1980 is annexured to this settlement as Annexure-A and the same will form part and parcel of that Settlement and will be binding on both the parties except to the extent expressly stated above.

(iv) The Union raised the issue that Rasayani area is a very hardship area with very little infrastructural facilities and large number of employees coming from local and outside areas have to put with great hardship and wanted a one time adhoc addition to all the employees irrespective of their date of joining. After protracted discussions it was agreed to between the Union and the Management that workmen who joined after 23-4-1980, but before the signing of this settlement will be given one time lumpsum adhoc as a special one time hardship allowances equivalent to 50 per cent of the one time lumpsum addition to which the employees who were on the rolls of the Company as on 23-4-1980 are eligible. However, this one time lumpsum adhoc hardship addition shall be given only w.e.f. the date of the employees opts to come over to the new pay scale and the industrial pattern of DA as per this settlement.

2. It is clarified that all fringe benefits under the wage settlement dated 15-2-1980 and 22-2-1980 are to be effective from 23-4-1980, the date of Govt. approval, as per provisions of para 4.1 read with para 5 of that settlement.

3. The parties to this settlement will file a copy of this settlement before the National Industrial Tribunal and request

the Tribunal to pass an award in terms of this settlement.

Settlement signed on 15th Oct. 1982 at Rasayani.

Signature of parties:

Representing Workmen Representing Management
1 to 10 Sd/-Illegible Sd/-Illegible.

[No. L-51015/1/80-I&E(SS)]

ASHOKE SAHU, Dy. Director

S.O. 2712.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad in the industrial dispute between the employers in relation to the management of Baulia Limestone Quarry of Messrs Sone Valley Portland Cement Company Limited and their workmen, which was received by the Central Government on the 2nd June, 1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL

TRIBUNAL (No. 2), DHANBAD

Reference No. 1 of 1980

In the matter of an industrial dispute under S. 10(1)(d) of the I.D. Act, 1947

PARTIES :

Employers in relation to the management of Baulia Limestone Quarry of Messrs Sone Valley Portland Cement Company Limited, Post Office Baulia (Rohtas) and their workmen.

APPEARANCES :

On behalf of the employers—Shri N. C. Ganguly, Advocate.

On behalf of the workmen—Shri Jadubans Singh, General Secretary, Baulia Quarries Mazdoor Sangh, Post Office, Baulia (Rohtas).

STATE : Bihar. INDUSTRY : Limestone Quarry.

Dhanbad, the 28th May, 1983

AWARD

This is an industrial dispute under S. 10 of the I.D. Act, 1947. The Central Government by its order No. L-29011/58/79-D. III(B) dated 4th February, 1980 referred the following dispute to this Tribunal for adjudication on the following terms :

SCHEDULE

"Whether the action of the management of Baulia Limestone Quarry of Messrs Sone Valley Portland Cement Company Limited, Post Office Baulia (Rohtas) in declaring lockout in their Baulia Limestone quarry with effect from 20-6-79 is unjustified. If so, to what relief are the workmen entitled ?"

2. Messrs Sone Valley Portland Cement Company Limited is the owner of Japla Cement Factory and Baulia Limestone Quarry (hereinafter called as Baulia Quarry). The Baulia Quarry is situated about 6 km from Japla Cement Factory across the river Sone. Limestone is mined and transported to Japla by means of rope-way and some limestone is transported by road also on dumpers. Limestone is raw material used in manufacturing of cement and the main object of the quarry is to supply this material to the Japla Cement Factory. The cement factory and Limestone quarry are managed by Shri P. C. Jain, General Manager of M/s. Sone Valley Portland Cement Company Limited.

3. Japla Labour Union (H.M.S.) confines its activities to the Japla Cement factory, and this union served a strike notice dated 22-5-79 on the management to go on strike in the cement factory from 15-6-79. In the strike notice among other demands there was the demand for implementation of the cement Arbitration Award. The management of the cement factory replied that the proposed strike was uncalled for and unjustified. The cement industry being a Public Utility Service, conciliation proceeding started on receipt of the strike notice and the first hearing was held on 8-6-79. During the pendency of the conciliation proceeding the workmen resorted

a lightning strike from 9-6-79 at the behest and a call of Japla Labour Union. Such strike during the pendency of the conciliation proceeding and before the due date of strike was found to be illegal and unjustified by the Labour Department of Government of Bihar. Workers indulged in sabotage activities and shut down the captive Power house supplying energy to the cement factory and the quarry. Reports of such activities were sent to the various authorities concerned. On account of such a situation arising there was lockout of the cement factory by notice dated 9-6-79. The resulting effect was that the management had to declare lockout of limestone quarry by notice w.e.f. 20-6-79. It is against this lockout from 20-6-79 that an Industrial dispute was raised by Baulia Quarries Mazdoor Sangh which is an union of the workers of Baulia limestone quarry. The dispute has been referred by the Government of India to this Tribunal for adjudication.

4. The case of the workmen is that Baulia Limestone quarry is a separate establishment and is managed separately. Although the bulk of limestone from this quarry is supplied to Japla cement factory, the limestone from this quarry is also sold elsewhere. It has been contended that work in the quarry continued peacefully inspite of the strike in the Japla cement factory and could have gone on smoothly, but for the arbitrary and vindictive action of the management to declare lockout in the quarry w.e.f. 20-6-79. It has also been contended that although the strike and lockout in Japla cement factory was lifted from 27-7-79 the lockout in Baulia quarry was lifted on 30-7-79. This is said to be a vindictive action. In short, the contention of the workmen is that the management of the quarry is different from that of the cement factory and both these establishments have separate standing orders governing the service conditions. The nature of the job performed by the workmen of the two establishments are different and so the strike and lockout in the cement factory could be no justification for a lockout in the limestone quarry.

5. The case of the management, on the other hand, is that Baulia limestone quarry is a captive mine owned by M/s. Sone Valley Portland Cement Company Limited and the main purpose of the mining operation is to obtain raw material of limestone for the Japla cement factory also owned by the same company. The company has a common manager to control and supervise the functioning of the cement factory and the quarry. The financial control of the cement factory and the quarry is with the company and therefore the cement factory and the quarry are part and parcel of the same establishment. According to the management the Baulia quarry is a section of the establishment of the company like the cement company, and so Baulia quarry cannot be said to be a separate establishment. The management's case is that there is a functional intragility between the two section, viz. the Japla cement factory and the Baulia limestone quarry. The main purpose of the quarry is to feed the Japla cement factory with the raw material, i.e. limestone without which the factory cannot run. On the other hand, the mining of limestone from Baulia limestone quarry would be exercised in futility if the limestone is not consumed by the Japla cement factory. According to the management they could allow the Baulia limestone quarry to function as long as possible even though the strike commenced in Japla cement factory on 9-6-79. The management's case is that sabotage activities were noticed in the power house of the Japla cement factory which supplies electricity to the Japla cement factory and Baulia limestone quarry. In effect the workers stopped the functioning of the Power House which rendered the Baulia quarry helpless in its mining operation. Moreover, even drinking water and electricity could not be made available to the colonies of the cement factory and the Baulia quarry, and it was after a good deal of persuasion that the union leaders agreed to allow the Power House to supply electricity to the colonies of the cement factory and the quarry. In short, the case of the management is that although the management had ample justification for declaring lockout in the Baulia limestone quarry since strike was declared in the Japla cement factory, they used their discretion in the best interest of the workmen and allowed the functioning of the Baulia quarry to go on till 20-6-79 when for the reasons stated above, the management was forced to declare lockout in the Baulia limestone quarry also.

6. It will appear from the above presentation of the case that most of the facts are admitted. The Sone Valley Portland Cement Company Ltd. is the owner of Japla Cement factory and the Baulia limestone quarry. No evidence has been laid on behalf of the workmen to the effect that Baulia quarry

supplies limestone to any party other than Japla Cement Factory. So there is no dispute on the question that the company's sole intention was to supply limestone from this quarry to the cement factory. In a case like this the law has been laid down by the Supreme Court in the case of Associated Cement Company vs. Its workmen as reported in 1960 (Vol. 1), L.L.J. at page 5. In order to find out whether the Cement Factory and its quarry can be said to be one establishment, seven tests have been prescribed such as : (1) Ownership, (2) Control and supervision, (3) Finance, (4) Management and employment, (5) Geographical proximity, (6) General unity of purpose, and (7) Functional integrity with particular reference to the industrial process of making cement.

7. Now, let us see how in the instant case these tests are fulfilled. So far as the ownership is concerned, the Sone Valley Portland Cement Co. Ltd. is both the owner of cement factory and the limestone quarry. We have before us Ext. M-1 which is Annual report of 1979 which clearly shows this position. The strike notice, Ext. M-2 shows that cement factory is owned and managed by M/s. Sone Valley Portland Cement Co. Ltd. Ext. M-4 is a notice of lockout of cement factory dated 19-6-79. This also shows that the cement factory is owned by the company. There is Ext. M-5 a notice of lockout in limestone quarry w.e.f. 20-6-79. This shows the quarry is owned by the company. Furthermore, there are Exts. M-8, M-9 and Ext. M-10 which go to show that the cement factory is owned and managed by M/s. Sone Valley Portland Cement Co. Ltd. The workmen produced Ext. W-1 dated 31-7-79. This is a raising report from quarry to factory in the month of June 1979. This in fact is a interdepartmental memo. This document clearly shows that the cement factory and Baulia quarry are owned and managed by M/s. S.V.P.C. Ltd. Besides that the two witnesses for the management, i.e. MW-1 and MW-2 have spoken about the ownership of M/s. S.V.P.C. Ltd. over the cement factory and the limestone quarry. But apart from all that Shri Jadubans Singh, General Secretary of Baulia Quarry Mazdoor Sangh has featured as WW-1 in this case. He has admitted at page 3 of his evidence that M/s. S.V.P.C. Ltd. is the owner of Baulia limestone quarry and the cement factory. In view of all these, it has been clearly established by the management that M/s. Sone Valley Portland Cement Co. Ltd. is the owner of both Japla Cement Factory and the Baulia Limestone Quarry.

8. The next point is the control and supervision/management and employment. We have before us Ext. M-8 which is the letter dated 11-6-79 addressed to the Labour Commissioner, Bihar in relation to the illegal strike resorted to by the workmen of the cement factory. There is Ext. M-10 a letter dated 18-6-79 addressed to the Magistrate-in-Charge regarding stoppage of supply of light and water to quarry and colony at Baulia. These two letters show that the cement factory works under the control and supervision of the General Manager, S.V.P.C. Ltd. Shri P. C. Jain Ext. M-4 is a lockout notice in respect of the cement factory and Ext. M-5 is a lockout notice of Baulia quarry dated 19-6-79. Both have been signed by Shri P. C. Jain. There is also Ext. M-2 a strike notice dated 22-5-79 addressed to the General Manager, Shri P. C. Jain. The documents amply show common management under one General Manager Shri P. C. Jain. Both MW-1 and MW-2 in their oral evidence have supported this fact. We have therefore to hold that the workmen of cement factory and the limestone quarry are workmen of the company viz. M/s. Sone Valley Portland Cement Co. Ltd.

9. The third point is finance in respect of which we have Ext. M-1 the Annual Report of 1979. This document shows that the company provides and control finances of both the cement factory and the limestone quarry. It also shows that the income and expenditure of cement factory and limestone quarry are treated to be income and expenditure of the company. MW-2 at page 2 has deposed about it and said that there is only one balance sheet both for the quarry and the cement factory.

10. The geographical proximity is undoubtedly in favour of the management. MW-1 has said that the distance between the cement factory and the limestone quarry is about 6 kms. He has also said that the quarry products are transported from repeway to the cement factory. MW-2 has likewise said that the distance between the limestone quarry and the cement factory is about 5 miles. Shri Jadubans Singh, WM-1 has said that the distance between the cement factory and the limestone quarry is about 6 miles. It has therefore been admitted on

behalf of the workmen that there is a geographical proximity between the cement factory and the limestone quarry. The unity of purpose is also apparent. The purpose of cement factory and the limestone quarry is to produce cement. The quarry supplies the chief raw material which is treated and cement is manufactured at the factory at Japla. Ext. M-1 the Annual Report of 1979 also proves this fact.

11. The last point is the functional integrity. Ext. M-1 and Ext. M-2, which we have dealt with before, will go to show that the workmen of the quarry is dependent upon the working of the factory. Ext. W-1 filed on behalf of the workmen also shows that the functioning of the factory and the quarry is inter-locked. The witnesses for the management are only two in number. They have both said that there is a common power house for supply of electricity to the factory and the limestone quarry. If the power house stops, the work in the factory and the quarry would stop. Moreover, the main purpose of the quarry is to supply raw material to the factory and if such supply is stopped the factory cannot run. Moreover, if the factory refuses to accept the limestone produced by the Baulia quarry, the mining operation would be rendered useless. MW-2, Office Superintendent of the Baulia quarry has said that there is functional integrity between the Japla Cement Factory and the Baulia Limestone quarry. He has further said that there is a system to transfer of workmen from quarry to the factory and the factory to the quarry. It will therefore appear that both the cement factory and the quarry constitute parts of the same establishment of the parent company viz. Messrs Sone Valley Portland Cement Company Limited.

12. The workmen in order to establish separate status of Baulia limestone quarry had laid stress on three questions—(1) the appropriate government for the quarry is Central Government whereas it is the State Government for the Cement factory, (2) standing orders are different for the cement factory and the quarry certified by the State Government and Central Government, respectively, (3) the cement factory is registered under the Factories Act and the quarry under the Mines Act. These questions have already been answered by the Supreme Court in the above mentioned Associated Cement Company's case 1960 (1) L.L.J. (1) at page 8. The Supreme Court rejected the contention of the workmen that the factory and a mine which supply raw material to the factory can never be one establishment. It was also held that there was no provision in the Act which says that the existence of two jurisdictions should have the consequence of separate establishments. The Supreme Court in that case at page 10 held that the registration of the cement factory under Factories Act and the quarry under the Mines Act cannot lead to a conclusion that they should be treated as two separate establishments. It was held as a consequence by the Supreme Court that the cement factory at Jinkpani and the limestone quarry at Rajanka constitute one establishment. For the reasons advanced above, there is no difficulty in arriving at a conclusion that Japla cement factory and the Baulia limestone quarry constitute one establishment.

13. The next question for consideration is whether the strike of the Cement factory was legal and justified. Ext. M-2 is a strike notice dated 22-5-79 served by Japla Labour Union to the effect that the workmen would go on strike from the morning of 15-6-79. Ext. M-8 which is a letter of the General Manager dated 11-6-79 addressed to the Labour Commissioner shows that the workmen went on strike w.e.f. 9-6-79. The two witnesses for the management in their evidence have said that the lightning strike started w.e.f. 9-6-79. WW-1 Shri Jadubans Singh admitted that the strike by the union in Japla cement factory started on 9-6-79. This strike commenced when the Labour Superintendent started conciliation over the dispute. Such a strike was without notice and it was subsequently held to be illegal. The lockout in the factory was on the basis of notice Ex. M-4 and in the quarry by the notice Ext. M-5 consequent upon the strike being declared illegal under S. 24(1) (i) of the I.D. Act, 1947. Ext. M-6 is a letter dated 7-7-79 from the Under Secretary, Government of Bihar in the Department of Labour & Employment declaring the strike to be illegal and advised Shri Jadubans Singh, General Secretary of the union to withdraw the same without any delay. Such a strike which had been declared illegal cannot be said to be justified.

14. We shall now turn to the main question involved in this reference as to whether the lockout in the Baulia quarry from 20-6-79 to 30-6-79 is justified. S. 24(3) of the I.D. Act provides that a lockout declared in consequence of an illegal

strike shall not be deemed to be illegal. In this case the management was forced to declare lockout as a consequence of illegal strike in the cement factory. MW-1 has said that lockout became a necessary because due to the strike the functioning of the power house had to be completely stopped. The normal working of the factory and the quarry due to closure of the Power House by the workmen could not be done. Due to power failure extraction of limestone was not possible because drilling and other machines could not be operated as they are power driven. Some damage to the power house had already been done by the strikers and more damages were apprehended if the power house continued to function. He has further said that it was not possible to work the quarry because there was no power supply. Moreover, due to power failure there could be no supply of drinking water in the quarry. Similar is the evidence of MW-2 who has direct concern with the quarry management. He has said that the lockout in the mine was declared as there was stoppage of electrical energy to the factory without which the factory cannot work. He has also said that there was also threat to the machineries by the workers of the quarry. In order to tide over this difficulty, WW. 1 has said that although the normal supply of electricity to the quarry is from the power house of Japla cement factory, the State Government also supplies power to the quarry directly. This has been denied by the two witnesses of the management and there is nothing to show that the State Government ever supplied electrical energy to the quarry directly. Moreover, this has never been the case of the workmen in their written statement or their rejoinder. The positive case of the management is that with good deal of persuasion the union was prevailed upon by the management to provide electricity to the colonies, hospital and for water supply. This shows that the management tried to alleviate as much inconvenience as possible to the workmen due to the attitude of the union to resort to strike in the power house of the Japla cement factory. The case put forth on behalf of the workmen is that as far back as 1971 there was a strike in Japla cement factory, but during this strike the Baulia limestone quarry was allowed to work without any interruption. This case has been put forth in support of the workmen's contention that the strike in Japla cement factory did not necessitate lockout in Baulia quarry. This is an important point which we have to decide. I have to say this because in spite of the fact that there is common establishment of Japla cement factory and Baulia quarry. It is incumbent on the management to see that sections of the organisations where there is no strike should be allowed to work as far as practicable. In this case we find that there is no evidence of strike in Baulia limestone quarry. It is an admitted case that although the strike commenced on 9-6-79 in Japla cement factory, the lockout in Baulia quarry was declared as late as on 20-6-79. This shows that the management did not think it proper to declare a lockout in Baulia quarry unless it became imperative for the management to do so. The management had given evidence both oral and documentary to justify the lockout in limestone quarry at Baulia. I have enumerated the reasons and I need not repeat them. But I must deal with this aspect of the case of the workmen that if in 1971 the limestone quarry could be worked in spite of strike in Japla cement factory what justification could the management have in closing it now? I have already said that there was a power failure. Ropeway transport is done through electricity and there are power tillers and other heavy machineries could not be operated. There was further danger to the machineries due to fear of lightning strike in the quarry as was done at the factory at the instance of the same General Secretary for both the unions, Shri Jadubans Singh. But apart from these reasons, MW. 2 has clarified the position. This MW. 2 Shri Choudhury has been in the service of Baulia quarry for a pretty long time and he was here in 1971. The management then had not taken the responsibilities of mining operations in this quarry. The Labour Co-operative of the quarry agreed to function as contractor and undertook to manage the mining operations. The product of the mine was supplied to Rohtas Industries Ltd which then was the major share holder of M/s. Sone Valley Portland Cement Company Ltd. This accounts for the reason why in exceptional circumstances the quarry was allowed to work in 1971 in spite of strike in the factory. Suffice it to say that the management has given ample justification for the lockout in the Baulia limestone quarry.

15. On behalf of the workmen certain case laws have been cited. For instance the Straw Board Manufacturing case reported in 1974 (1) L.L.J. 499 has been relied upon. Two

mills—Straw Board Mill and Reginal Mill were owned by the same company, but they were manufacturing different products. It was held that they were using two different raw materials and producing two different products. The same is not the case here because limestone is raw material for producing cement. I have discussed this aspect while dealing with the question of integrality. Similarly, some other case laws have been cited which are not applicable to the facts of this case. I have already said that Associated Cement Company's case as reported in 1960(1) L.L.J. at page 11 is an appropriate case on which reliance could be made.

16. The last point which requires to be dealt with is the case put forward by the workmen that since the lockout commenced in Japla cement factory and the Baulia limestone quarry on the same day i.e. 20-6-79, the lockout was lifted in Japla cement factory on 27-7-79, and in the Baulia limestone quarry on 30-7-80. There was thus delay in lifting the lockout by 3 days in Baulia limestone quarry. According to the workmen this was a vindictive attitude on the part of the management. The case presented on behalf of the workmen is that the strike in Japla cement factory was at the instance of Shri Jadubans Singh, General Secretary, Japla Labour Union and he also happened to be the General Secretary of Baulia Quarries Mazdoor Sangh. The management on account of sheer annoyance not only declared lockout in Japla cement factory, but without any rhyme and reason declared lockout in the Baulia limestone quarry also. I need not repeat the discussions already done by me in this award earlier. I have already held that the management had ample justification for declaring a lockout in Baulia limestone quarry. But I have still to go into the reason why the lockout in Baulia limestone quarry was lifted 3 days after the lockout was lifted in Japla cement factory. For this we have to go into the evidence. MW. 1 has said that on 20-7-79 the repairing gang was inducted in the factory for making necessary cleaning to run the plan. In repairing, lubricating of the ropeway etc. it also took some time. MW-2 has said that the lockout in the quarry was lifted 3 days after the lockout was lifted in the cement factory for the reason that in the quarry there were certain equipments, electrical and mechanical which had to be made ready for work, because the electrical equipments had been damaged by the lightning. No counter evidence has been given on behalf of the workmen. On behalf of the management it has been pointed out that there is no question of vindictiveness on the part of the management discernable in this case. The management in the event of strike at Japla cement factory from 9-6-79 allowed the Baulia limestone quarry workers to go on with their work. It was only after it became impossible to run the quarry that the lockout was declared. The management could have lifted the lockout in Baulia quarry on the same day as in Japla cement factory. Two pertinent reasons as stated above have been given by the management for 3 days delay in lifting the lockout in the quarry. They are apparently good reasons, and it does not appear to reason that because Shri Jadubans Singh happened to be the General Secretary of the Baulia Quarry Mazdoor Sangh, the management deliberately delayed lifting of the lockout by 3 days. In this connection it may be noted that the workmen of Baulia quarry had not taken to any subversive activity although in the background of the strike in Japla cement factory such an apprehension could be in the mind of the management to influence thinking to declare lockout in the quarry also. The workers of the quarry therefore had given no ground for the management to be vindictive against them. So we have to rule out the possibility of victimisation to account for 3 days delay in lifting the lockout in the Baulia limestone quarry. This, therefore, does not give any ground for demanding wages for the period 27-6-79 to 30-7-79.

17. Thus having considered all aspects of the case, the reference is answered as below :—

The action of the management of Baulia Limestone quarry of Messrs Sone Valley Portland Cement Company Limited, Post Office Baulia (Rohtas) in declaring lockout in their Baulia Limestone Quarry with effect from 20-6-79 is justified. Consequently, the workmen are not entitled to any relief.

This is my award.

J. P. SINGH, Presiding Officer.

[No. I-29011/58/79-D. III (B)]

T. B. SITARAMAN, Under Secy.

